



# SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM

Serving Santa Ynez Valley School Districts  
301 Second Street, Buellton, CA 93427  
(805) 688-4222 Ext 2121 (805) 688-8973 (Fax)

## PROCEDURAL HANDBOOK

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Section 1



**SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM**

Serving Santa Ynez Valley School Districts  
301 Second Street, Buellton, CA 93427  
(805) 688-4222 Ext 2121 (805) 688-8973 (Fax)

Superintendent Advisory Committee (SAC) Meeting Schedule  
2018 – 2019 School Year  
1:30 p.m. to 3:30 p.m.  
Consortium Office  
(3<sup>rd</sup> Tuesday of each month – on average)

September 18, 2018

October 16, 2018

November 27, 2018

December 18, 2018

January 15, 2019

February 26, 2019

March 19, 2019

April 23, 2019

May 21, 2019

June 18, 2019

Section 2

# Cooperative Agreement

between

Ballard School District  
Buellton Union School District  
College School District including Santa Ynez Valley  
Charter  
Los Olivos School District  
Santa Ynez Valley Union High School District  
Solvang School District  
Vista Del Mar Union School District

under the

Santa Barbara County  
Special Education Local Plan Area

(Revised 9/13/16 and 2/14/17)

COOPERATIVE AGREEMENT FOR THE OPERATION OF SPECIAL EDUCATION  
PROGRAMS AND SERVICES BY THE SANTA YNEZ VALLEY SPECIAL EDUCATION  
CONSORTIUM UNDER THE SANTA BARBARA COUNTY SPECIAL EDUCATION  
LOCAL PLAN AREA

THIS AGREEMENT is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of Public Law 101-476, the Individuals with Disabilities Education Act (IDEA) and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto. This Agreement is made by and between the BALLARD SCHOOL DISTRICT, BUELLTON UNION SCHOOL DISTRICT, COLLEGE SCHOOL DISTRICT including SANTA YNEZ VALLEY CHARTER, LOS OLIVOS SCHOOL DISTRICT, SANTA YNEZ VALLEY UNION HIGH SCHOOL, SOLVANG SCHOOL DISTRICT and the VISTA DEL MAR UNION SCHOOL DISTRICT hereinafter referred to as the "Santa Ynez Valley Special Education Consortium", participants in the Santa Barbara County Special Education Local Plan Area.

Note: The Santa Ynez Valley Charter is hereby accepted under its respective Operating District for membership in the Santa Ynez Valley Special Education Consortium as a site-based charter school only, specifically for Santa Ynez Valley Charter at 3525 Pine Street, Santa Ynez, CA, with no satellite sites.

The Districts' agreements herein do not act to afford the Santa Ynez Valley Charter School participation in the governance structure of the Santa Barbara County SELPA as a local educational agency (LEA) for special education purposes.

The Districts' agreements herein confirm that the Santa Ynez Valley Charter School is treated as public schools of the chartering District.

College School District certify that its charter school, Santa Ynez Valley Charter has a current Memorandum of Understanding or other Agreement with their Operating District in accordance with the Santa Barbara County SELPA Local Plan setting forth the provision of special education services for students enrolled in the site-based charter school, including funding and identity of the entity responsible for such services.

The governing board of each of the Operating Districts has approved this Agreement, and has authorized the execution of this Agreement by an authorized agent.

WHEREAS, each Operating District's governing board has approved the Santa Barbara County Special Education Local Plan and,

WHEREAS, this Agreement is written in furtherance of, in accordance with said Plan,

NOW THEREFORE, the aforesaid parties do hereby agree as follows:

1. PERIOD OF AGREEMENT

This Agreement is effective beginning September 13, 2016 in perpetuity unless terminated under Article 4 and 17.a. This agreement shall be reviewed for needed revisions every three years. However, this Agreement may be amended by mutual consent of the parties at any time. The Agreement may be amended, if required, to reflect any changes in law applicable to special education programs operated hereunder, changes in financial arrangements, and other such items. Districts will approve any amendments within 90 days of recommendation by Superintendents Advisory Committee.

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide for the creation of the Santa Ynez Valley Special Education Consortium, an agency which is separate from the parties to this Agreement. This agency shall designate an Administrative Unit to provide fiscal services for the Santa Ynez Valley Special Education Consortium. The Santa Ynez Valley Special Education Consortium is an association of school districts who will work collaboratively to provide special education programs and services to individuals with exceptional needs who reside within the Districts that comprise the Santa Ynez Valley Special Education Consortium.

3. DEFINITIONS

For the purposes of this Agreement the following definitions shall apply:

A. Operating District – the school districts within the Santa Ynez Valley Special Education Consortium conducting special education programs and classes for individuals with exceptional needs.

B. Districts of Residence – the school district where the pupils attending the special education programs and/or attending classes conducted by the Operating Districts reside.

4. MEMBERSHIP

The member Operating Districts of the Santa Ynez Valley Special Education Consortium are Ballard School District, Buellton Union School District, College School District including Santa Ynez Valley Charter, Los Olivos School District, Santa Ynez Valley Union High School District, Solvang School District and the Vista Del Mar Union School District. Any school district seeking to become a member district of the Santa Ynez Valley Special Education Consortium shall submit a written request to the Administrative Unit. The request will be considered by the Superintendents Advisory Committee of the Consortium. Membership shall be decided by a simple majority vote of each Operating District's Governing Board. Each Operating District agrees to hold Santa Ynez Valley Special Education Consortium and the remaining Operating Districts harmless and to defend and indemnify the Santa Ynez Valley Special Education Consortium from any and all litigation and legal fees that the Operating District and/or Charter School may incur for acts and/or omissions that occurred before the effective date of District's membership in the Santa Ynez Valley Special Education Consortium. An Operating District may resign from the Santa Ynez Valley Special Education Consortium by

notifying the Consortium Director and the SELPA Director in writing of its intention to do so at least one year plus one day prior to the proposed date of its resignation.

An Operating District may be required to implement an improvement plan by the Santa Ynez Valley Special Education Consortium as decided by the Superintendents Advisory Committee after consulting with the Director of Special Education. The resources needed to implement and meet the improvement plan goals are the sole responsibility of the Operating District that was assigned an improvement plan. Any legal fees encumbered by the Operating District while the Operating District is on an improvement plan are the sole responsibility of the Operating District until the improvement plan is met.

As recommended by a simple majority of the Superintendents Advisory Committee and approved by the Operating District's Governing Board, the Santa Ynez Valley Special Education Consortium may notify, in writing, an Operating District and the Santa Barbara County SELPA that it intends to discontinue services to that particular Operating District within a year and a day of the proposed date of terminating services and membership to the Santa Ynez Valley Special Education Consortium.

## 5. ADMINISTRATIVE OPERATIONS

The following provisions apply to the administrative operations of the Santa Ynez Valley Special Education Consortium and all entities participating in the Santa Ynez Valley Special Education Consortium pursuant to this Contract.

### 5.1 Responsibilities of Buellton Union School District

The Buellton Union School District shall act as the Administrative Unit for the Santa Ynez Valley Special Education Consortium. As the Administrative Unit, the Buellton Union School District shall provide the Operating Districts with the following services:

#### 5.1.1 Point of Contact

Buellton Union School District shall designate staff as a contact for Santa Barbara County SELPA, to assure a level of support necessary to address special education funding issues.

The Buellton Union School District agrees to provide a single point of contact for the SELPA and Operating Districts for all business functions. Buellton Union School District shall designate the contact assigned to the Santa Barbara County SELPA to work in coordination of the SELPA Director. The designated personnel shall provide financial reports to the Governance Body and as requested shall participate in the SELPA funding subcommittee. All costs shall be covered per the direct rate charged to SELPA.

#### 5.1.2 Receipt and Expenditures of Specialized Funds

In accordance with the provisions of Education Code section 56205(b)(1), Administrative Unit is responsible for receiving and expending specialized funds in accordance with the needs identified by the Santa Barbara County SELPA. Specialized funds

may include, but are not limited to, the following: regionalized services, mental health, and low incidence.

#### 5.1.2.1 Low Incidence Funds

Low Incidence funds are held at the Santa Barbara County SELPA (SBCSELPA) and are available by invoicing the SBCSELPA for appropriate low incidence purchases made by the Administrative Unit on behalf of the Santa Ynez Valley Special Education Consortium's IEP needs.

#### 5.1.2.2 Annual Budget

Budgets shall be developed using Education Code section 42127. The Consortium shall prepare and present a Specialized Funds' operating budget to the Administrative Unit's Governance Body for approval in accordance with the guidelines of Education Code section 42127 and 42130. In no event shall SYVSEC Administrative Unit's expenditures exceed budget allocations without the Administrative Unit's approval, with the exception of increases in salaries and employee benefits and any emergency situations which may arise. All budgets including Cash Flow and Multi-Year Projections shall be developed and presented to the Administrative Unit's Governance Body to adopt and secondly to the Superintendents Advisory Committee to review.

#### 5.1.3 Other Financial Responsibilities

5.1.3.1 Receive and distribute the AB 602 Allocation from the SELPA.

5.1.3.2 Receive and distribute any federal funds received.

5.1.3.3 Receive, review, accept and file Annual SELPA Audit in addition to District audit of SELPA accounts for IDEA funds and local assistance.

#### 5.1.4 Other Administrative Unit Responsibilities

5.1.4.1 Complete, approve and administer all agreements that Santa Ynez Valley Special Education Consortium is a Party.

5.1.4.2 Provide purchasing services.

5.1.4.3 Under advisement of the interview committee, the Director of Special Education recommends the hiring of personnel for the Santa Ynez Valley Special Education Consortium to the Administrative Unit's Board of Education.

5.1.4.4 The Director of Special Education evaluates, and assigns the special education staff needed for providing special education services at individual sites based on overall Consortium fiscal and programming needs.

5.1.4.5 Maintain, revise and publish a Procedural Handbook that is reviewed and approved by the Consortium's Superintendents Advisory Committee and is

considered an extension of this agreement that outlines more specific programming and fiscal procedures of program management.

## 6. COMPLIANCE ASSURANCES

Each of the Operating Districts, by signature to the Santa Barbara County SELPA has already certified that the Operating District will comply with the provisions of state and federal laws related to special education. The provisions of any new laws that may become effective during the period of this contract which relate to special education program delivery shall be incorporated herein. Each Operating District agrees to utilize the appropriate resources of regular education in accordance with California Education Code 56303 and California Code of Regulations, Title 5, section 3021 et seq., prior to referral for special education services as specified herein.

## 7. RESPONSIBILITIES OF THE OPERATING DISTRICTS

### 7.1 Coordination and Administrative Services

The Buellton Union School District shall provide administrative support for the purposes of providing required coordination and administrative services for the Consortium. The Santa Ynez Valley Union High School District will provide additional administrative support as deemed necessary.

### 7.2 Business and Support Services

The Administrative Unit is responsible for the development of an annual budget plan, which includes projected income and expenditures, for the special day classes, RSP classes and itinerant services provided in the Consortium to share with all Operating Districts in the Consortium in accordance with the recommendations of the Superintendents Advisory Committee (SAC) and applicable law. The Operating Districts will have access to Administrative Unit's fund "06" via financial statements presented at monthly SAC meetings. Administrative Unit is also responsible for the preparation of all required federal, state and local reports, and related accounting services.

### 7.3 Food Services

The Operating Districts shall provide food services to pupils attending special education programs within their district conducted hereunder consistent with food services provided to all students within said district.

### 7.4 Facilities

The Operating Districts shall provide classrooms and other facilities as required to conduct the programs and classes operating with their district. This shall include the provision of all necessary custodial services, building maintenance, utilities, classroom furniture, and telephone and internet connections.

If additional facilities are required to conduct the programs and classes as specified herein, the Operating Districts may submit a request to the Consortium for additional funds to pay these excess costs according to the current Housing Procedure.

#### 7.5 Transportation

Pursuant to the SELPA Local Plan, the Consortium shall remain responsible for arranging transportation for all students with disabilities participating in Regional programs. The Operating Districts agree to share all transportation expenses unless a specific district disagrees with the Superintendents Advisory Committee's recommendation, then that particular district is solely responsible for that particular case's transportation.

#### 7.6 Assessments and IEPs

The Districts of Residence retain responsibility for conducting initial assessments to identify special education programs and classes for individuals with exceptional needs who reside within the District of Residence, and who may be eligible for special education services. The Districts of Residence retain ultimate authority and responsibility for the provision of education programs and services to its pupils regardless of who provides the programs and services.

### 8. FUNDING

#### 8.1 Base Funding

The Santa Ynez Valley Special Education Consortium shall receive a proportionate share of state and federal funds in consultation with the Santa Barbara County SELPA on an annual basis according to the Allocation Plan described in the Local Plan.

#### 8.2 District Invoicing

##### 8.2.1. Direct District Costs

The Operating Districts recognize that special education state and federal funds are not sufficient to cover the costs of providing services to children with exceptional needs. Therefore, each Operating District will be invoiced quarterly for the services provided by the special education teachers and instructional aides at their particular site for students participating in special ed. programs including the SYVSEC Structured Transitional Education Program (S.T.E.P.) for severe social/emotional needs, SBCSELPA Regional Programs and Non-Public School placements, and SYVSEC Special Day Classes (SDC) for moderate to severe student needs.

##### 8.2.2. Shared Costs

The Consortium will expend all restricted state and federal special education funds held on the Administrative Unit's operating budget first on shared costs, including but not limited to, the costs for administrative personnel, instructional supplies, related services personnel, and equipment, per IEP needs. The Operating Districts recognize that special

education state and federal funds are not always sufficient to cover the shared costs of providing services to children with exceptional needs. Therefore, each Operating District will be invoiced quarterly for the shared costs based on their Average Daily Attendance (ADA) per the SBCSELPA's final funding model per that year.

### 8.3 Invoicing and Payment

The Operating Districts of the Santa Ynez Valley Special Education Consortium will be invoiced quarterly (July: July – September; October: October – December; January: January – March; and April: April – June) by the Administrative Unit for the Direct District Costs and/or Shared Costs incurred to operate the special education programs.

#### 8.3.1. Direct District Costs

The first four (4) invoices indicated in Paragraph 8.3 will be based on actuals plus projections. A final invoice reflecting all actual costs will be delivered to Operating Districts by the Administrative Unit for the Santa Ynez Valley Special Education Consortium no later than July 31<sup>st</sup>.

#### 8.3.2. Shared Costs

The first four (4) invoices indicated in Paragraph 8.3 will be based on actuals plus projections. A final invoice reflecting all actual costs will be delivered upon completion of the unaudited actuals reporting period to the Operating Districts by the Administrative Unit for the Santa Ynez Valley Special Education Consortium no later than August 31<sup>st</sup>.

8.3.3 Invoices shall include a detailed statement of annual program expenditures and revenues with supporting documentation. The Operating Districts of the Santa Ynez Valley Special Education Consortium shall make payment within 10 (ten) business days of receipt of invoice. If delinquent, a 10% compounding penalty will be assessed every 10 (ten) business days until payment is made in full.

### 8.4 Minimum Reserve Standard

The Consortium will first expend all restricted state and federal special education funds held in the Administrative Unit's operating budget on shared costs, including but not limited to the costs for administrative personnel, instructional supplies, related services personnel, and equipment, per IEP needs. The Consortium will maintain a fund balance not less than 6% of total expenditures and other financing sources/uses in the Administrative Unit's Fund 06 (Special Education Consortium Fund) as a Reserve for Economic Uncertainties, in addition to the 4% requirement held in Fund 17 (Special Reserve Fund). In no event shall the minimum fund balance in the Administrative Unit's Fund 06 be less than \$300,000 upon completion of the unaudited actuals. This level is fiscally prudent to protect the Consortium and the Administrative Unit from the effects of fluctuations in federal and state special education funding, program needs and to maintain a positive cash balance.

## 8.5 Funds Above and/or Below the Minimum Reserve Standard

### 8.5.1 Funds Above the Minimum Reserve Standard:

Funds above of the minimum reserve standard defined above in Paragraph 8.4 shall be distributed to the Operating Districts based on their Average Daily Attendance (ADA) per the SBCSELPA's final funding model per that year. The funds will be reimbursed within ten (10) business days subject to receipt of funds received and held by the SBCSELPA and after completion of the unaudited actuals reporting period after approval of the Administrative Unit's Board of Trustees. With the approval of the Superintendents' Advisory Committee, funds in excess of 10% will be considered for distribution. This decision shall be made no later than October 15<sup>th</sup> of each year.

### 8.5.2 Funds Below the Minimum Reserve Standard:

The Operating Districts recognize that special education state and federal funds are not sufficient to cover the shared costs of providing services to children with exceptional needs. Therefore, funds below the minimum reserve standard defined above in Paragraph 8.4 shall be invoiced quarterly to the Operating Districts based on their Average Daily Attendance (ADA) per the SBCSELPA's final funding model per that year per Paragraph 8.3.2. The funds will be due within ten (10) business days of receipt of the Unaudited Actuals reporting period.

## 8.6 Full Disclosure

Each Operating District agrees to fully disclose, to the Santa Ynez Valley Special Education Consortium, the annual program revenues and expenditures for the special education programs that it/they operate(s).

## 8.7 Cost Responsibility for Special Programs

### 8.7.1 For the SBCSELPA Regional Classes:

The district of residence shall pay the first 50% of their total actual per pupil cost.

All the districts in the Consortium, to include the district of residence, shall pay the remaining 50% of the total actual per pupil cost based on their ADA percentage in the Consortium.

### 8.7.2 For the SYVSEC Structured Transitional Education Program (S.T.E.P.) (for severe social/emotional needs):

The district of residence shall pay the first 50% of their per pupil cost.

All the districts in the Consortium, to include the district of residence, shall pay the remaining 50% for the per pupil cost based on their ADA percentage in the Consortium.

Program costs will be determined by students' enrollment each month. If a student is placed in and/or exited from the program at any time during a standard calendar month, the Districts will be invoiced as stated above for that entire month.

Materials, supplies and related services are a shared cost across all the districts in the Consortium based on ADA percentages.

8.7.3 For the SYVSEC Special Day Classes for Moderate to Severe students:

Each district of residence that has a student in the class pays 100% of their per pupil cost.

Program costs will be determined by students' enrollment each month. If a student is placed in and/or exited from the program at any time during a standard calendar month, the Districts will be invoiced as stated above for that entire month.

Materials, supplies and related services for these students are a shared cost across all the districts in the Consortium based on ADA percentage.

Note for Special Day and Structured Transitional Education Program Classes:

The per pupil cost is the cost of the personnel in the program prorated by the number of students in the program.

8.7.4 For Mild/Moderate students, not in a Special Day Class, placed out-of-district of residence and in an Intra-SYVSEC district:

Each district of residence pays 100% of the pupil cost based on the percentage of the special education teacher's salary prorated by the number of students on the teacher's caseload.

Each district of residence also pays for any aide time required.

Program costs will be determined by students' enrollment each month. If a student is placed in and/or exited from the program at any time during a standard calendar month, the District of Residence will be invoiced as stated above for that entire month.

Materials, supplies and related services for these students are a shared cost across all the districts in the Consortium based on ADA percentage.

## 9. HOLD HARMLESS AND INDEMNIFICATION

In compliance with the provisions of Section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold the other party harmless from any and all liability, claims, loss, damages, judgments, penalties, costs or expenses to persons or property arising out of, or resulting from, negligence acts or omissions of the indemnifying party.

## 10. INSURANCE

The Administrative Unit shall maintain a program of liability, property damage and worker's compensation insurance in amounts adequate to protect the Operating Districts within the Consortium as their interests may appear and as determined by the members of the Consortium. The member Operating Districts of the Consortium agree to share equally the cost of that program of insurance. Since each District of Residence will be providing transportation for individuals with exceptional needs, those Operating Districts will maintain their own liability for auto insurance in an amount adequate to protect the District as their interests may appear. Any increases in insurance cost, directly attributable to individual districts, shall be charged back to those individual districts.

## 11. DISPUTE RESOLUTION

11.1 In the event there is a dispute between any of the parties to this contract, said dispute shall be brought to the attention of the Superintendents Advisory Committee at the first available meeting, following knowledge of the dispute, to reach a mutual consensus. The Superintendents Advisory Committee shall discuss and mediate the issue and attempt to reach resolution, however, if unsuccessful, a majority vote of the Superintendents will be taken at that same meeting or the Superintendents will mutually agree to table the item(s) in dispute to the following Superintendents Advisory Committee Meeting.

## 12. RECORD RETENTION AND INSPECTION

All Operating Districts agree that they shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the Operating District and made available during the entire term of this Contract and for a period of not less than five (5) years after final payment pursuant to this Contract.

## 13. SEVERABILITY/WAIVER

A. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this contract.

B. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

C. If any District Board does not approve a proposed amendment to this agreement within 90 days of the proposal to amend, that District shall be bound nonetheless by the majority agreement of the participating Districts' Boards.

14. NONASSIGNABILITY

Neither party shall in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the party(ies). If consent is not given by the party(ies) to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, neither party shall subcontract the work to be performed pursuant to this Contract without prior written approval of the other party(ies). The names and qualifications of subcontractors or others whom either party intends to employ, other than those identified, shall be submitted to the other party(ies) for prior written approval.

15. INTEGRATION

This Contract contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and superseded all prior Contracts, understanding and commitments, whether oral or written.

16. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall include an award thereof.

17. TERMINATION OF AGREEMENT

A. Either party may terminate this Agreement with written notice prior to June 30 for services to be terminated on the first day of the fiscal year one year following that date.

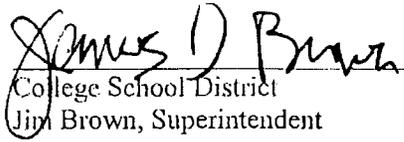
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth below, on this \_\_ day of August 2017.



Ballard School District  
Allan Pelletier, Superintendent



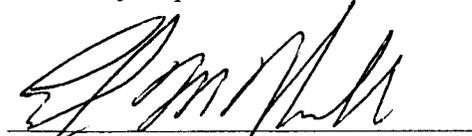
Buellton Union School District  
Randal Haggard, Superintendent

  
College School District  
Jim Brown, Superintendent

\_\_\_\_\_  
Los Olivos School District  
Bridget Baublits, Superintendent

\_\_\_\_\_  
Santa Ynez Valley Union High  
School District  
Scott Cory, Superintendent

  
\_\_\_\_\_  
Solvang School District  
Steve Seaford, Superintendent

  
\_\_\_\_\_  
Vista Del Mar Union School District  
Emilio Handall, Superintendent

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College School District  
Jim Brown, Superintendent



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Los Olivos School District  
Bridget Baublits, Superintendent



9-14-17

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Santa Ynez Valley Union High  
School District  
Scott Cory, Superintendent

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Solvang School District  
Steve Seaford, Superintendent

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Vista Del Mar Union School District  
Emilio Handall, Superintendent

Section 3



## SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM

Serving Santa Ynez Valley School Districts  
301 Second Street, Buellton, CA 93427  
(805) 688-4222 Ext 2121 (805) 688-8973 (Fax)

### JPA Term Schedule

| District |                                | SBCSELPA's JPA Board – Term July 1 <sup>st</sup> – June 30 <sup>th</sup> |
|----------|--------------------------------|--|
| 1        | Ballard*                       | exempted   |
| 2        | Buellton                       | 2016-2017; 2017-2018   |
| 3        | College and Santa Ynez Charter | 2018-2019; 2019-2020   |
| 4        | Los Olivos*                    | Exempted   |
| 5        | Santa Ynez High School         | 2020-2021; 2021-2022   |
| 6        | Solvang                        | 2014- 2015; 2015-2016  |
| 7        | Vista*                         | exempted   |

\* Superintendent/Principal positions are exempt from serving on JPA unless they are requested to serve.

SYVSEC Superintendents Advisory Committee Reviewed and Adopted: 6/9/15

Rev: 2/13/18

Section 4

# **SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM**

Serving Santa Ynez Valley School Districts  
301 Second Street, Buellton, CA 93427  
(805) 688-4222 Ext 2121 (805) 688-8973 (Fax)

## **Administrative Unit Attendance Procedure**

A student shall be claimed on the administrative unit's (Buellton USD) attendance records if the following condition is met:

1.  Per the IEP, student receives "special education services" for 50% or more of their day; this includes services being pushed-in or pulled-out of general education.

Special Education Services include:

- a. Pull-out to a special education classroom or service provider location
- b. Push-in to general education classroom by aide, sped teacher or service provider

The official list of students to be claimed by the administrative unit (Buellton USD) for attendance purposes will be gathered, collated and maintained by the Consortium Office based on IEP records and will be reported to the Consortium LEAs' attendance clerk on a monthly basis.

**SYVSEC Superintendents Advisory Committee Reviewed and Adopted: 9/18/12**  
**Revised: 2/14/17**

# SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM (SYVSEC)

Serving: Ballard, Buelton, Santa Ynez Valley High School, Solvang, and Vista Del Mar School Districts

## Attendance and SARB Responsibilities and Procedures

**Responsibility:** Each member Operating District in the SYVSEC is responsible for its special education students:

1. attendance tracking, and
2. School Attendance Review Board (SARB) procedures.

This includes tracking attendance for *all* SPED students who attend their district including the students whose ADA goes to the Admin. Unit (BUSD)

**Procedure:** 1. Daily, the Operating District's teachers will report attendance to their district's attendance clerk. \*\*

2. For the students who the Admin. Unit claims their ADA, at the end of a reporting period (more or less monthly) the attendance clerk from the Operating District will report these SPED students' attendance to the Admin. Unit's attendance clerk.

3. Monthly, the SYVSEC will send a report to the Operating Districts' attendance clerk listing the names of the students who are not to be claimed on the Operating District's ADA because they will be claimed on the SYVSEC Admin. Unit's ADA. This report includes the dates they will be claimed by the Admin. Unit. These dates will be future dates so that the Operating Districts do not have to go back to adjust past attendance records.

**SARB Process:**

| Steps                 | Description   | # of Unexcused Absences                               | Attendees  |
|-----------------------|---|---|--|
| Beginning of the Year | <b>District Attorney Information Letter</b><br>A letter sent to welcome all families into the new school year, reminding them of the importance of education and informing them that school attendance is required by law.                            | 0   | N/A  |
| Step 1                | <b>Notification Letter #1</b><br>A letter informing parents of their child's unexcused absences and the relevant laws regarding school attendance.  | 3 days or 18 periods or 12 periods for block schedule | N/A  |
| Step 2                | <b>After School Meeting (ASM)</b><br>A letter and a group meeting focusing on parent and student accountability, social and legal consequences of truancy, and information regarding county and community resources.                                  | 6 days or 36 periods                                  | attendance personnel, DDA Chen, parent, & student  |
| Step 3                | <b>Administrator Meeting (AM)</b><br>A letter and a meeting with an administrator focusing on addressing individual attendance needs, and where a contract may be signed.   | 9 days or 54 periods                                  | attendance personnel, *principal, counselor, nurse, PHP, parent, student, other agencies as needed |
| Step 4                | <b>Truancy Mediation Team (TMT)</b><br>A letter and a meeting with a team comprised of representatives from the school, the District Attorney's Office, Law Enforcement, Probation, Mental Health, Public Health and various community organizations. | 12 days or 72 periods                                 | same as Admin. Meeting plus, DDA Chen  |
| Step 5                | <b>School Attendance Review Board (SARB)</b><br>A letter and a meeting with an independent panel of district, county and community participants with possible referral to Probation or the District Attorney.   | 14 days or 72 periods                                 | SARB, parent, student  |

\* special ed. director to attend if it is a student on an IEP whose district of residence is different than the district of service due to an IEP team placement decision.  
 \*\* parents of special ed. students are to follow same district procedures for attendance/early release/excusal etc. as parents of gen. ed. Students  
 SYVSEC Superintendents Advisory Committee Reviewed and Approved: 3/12/2013



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**MEMO**

**TO:** All SpEd Certificated Staff and Site Admin.  
**FROM:** Claudia Echavarria  
**DATE:** August 27, 2015  
**RE:** Absences/Truancy

In the event a special education student or a general education student is absent, whether excused or unexcused, for 5 or more consecutive school days, the Case Manager must notify your site's administration team, school psychologist and Consortium Office immediately to discuss further action and needs of student.

END OF MEMO

# Section 5

**SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM**

Serving All Districts in the Santa Ynez Valley  
301 Second Street, Buellton, CA 93427  
(805) 688-4222 x:2121

**LEAs Cost Responsibility – Chart**

| <b>Individual LEA Responsibility</b>   | <b>Shared Responsibility by all LEAs</b>  |
|--|---|
| <b>Legal Fees</b>  |   |
| <input type="checkbox"/> Legal fees - (LEA chooses to proceed against Superintendent Advisory Committee's directive)   | <input type="checkbox"/> Attorney advice  |
|  | <input type="checkbox"/> CA Dept. of Ed. complaint  |
|  | <input type="checkbox"/> Due Process  |
|  | <input type="checkbox"/> Settlement agreement   |
|  | <input type="checkbox"/> Attorney attendance to IEP meetings  |
|  | <input type="checkbox"/> Mediation agreement  |
|  | <input type="checkbox"/> Supplemental Insurance for SPED Legal Fees   |
| <b>Placement/Educational Setting</b>   |   |
|  | <input type="checkbox"/> Nonpublic School placement   |
|  | <input type="checkbox"/> Mental Health - Intensive (NPA)  |
|  | <input type="checkbox"/> Independent Education Evaluations (NPA)  |
|  | <input type="checkbox"/> Private School Services  |
|  | <input type="checkbox"/> Home School - temporary per IEP needs  |
|  | <input type="checkbox"/> Home/Hospital - per doctor's orders  |
| <input type="checkbox"/> Regional program - 50% of per pupil cost (District of residence)  | <input type="checkbox"/> Regional program - 50% of per pupil cost   |
| <input type="checkbox"/> SYVSEC SDC STEP Class (behavioral/therapeutic class) - 50% per pupil cost (District of residence)   | <input type="checkbox"/> SYVSEC SDC Structured Class (behavioral/therapeutic class) - 50% per pupil cost  |
| <input type="checkbox"/> Non-Public School (NPS) Placement – 50% per pupil cost (District of Residence)  | <input type="checkbox"/> Non-Public School (NPS) Placement – 50% per pupil cost   |
|  | <input type="checkbox"/> Extended School Year (ESY) including transportation  |
|  | <input type="checkbox"/> ESY Housing: LEAs reimbursed for housing ESY classrooms/4 weeks (per SBCSELPA housing funding model)   |
|  | <input type="checkbox"/> Housing: LEAs reimbursed for housing SDC classrooms, RS offices & SYVSEC administration offices (per SYVSEC Housing Procedure)   |
| <input type="checkbox"/> Deferred Maintenance for District-owned classrooms/portables  | <input type="checkbox"/> Deferred Maintenance for SYVSEC-owned portable classrooms per SBCSELPA procedure   |
| <input type="checkbox"/> SELPA Housing Allocation for SELPA Regional Classrooms (embedded in quarterly district billing)   |   |
| <input type="checkbox"/> Manifestation Determination Expulsion Placement (MDR determined not related to student's disability). <ul style="list-style-type: none"> <li>• General Ed. Services</li> <li>• Legal Fees (related to expulsion)</li> </ul> | <input type="checkbox"/> Manifestation Determination Expulsion Placement (MDR determined not related to student's disability). <ul style="list-style-type: none"> <li>• Special Ed. Services</li> <li>• Transportation</li> <li>• Legal Fees (related to special ed. services)</li> </ul>                             |
|  | <input type="checkbox"/> Manifestation Determination Expulsion Placement (MDR determined related to student's disability). <ul style="list-style-type: none"> <li>• Special Ed. Services</li> <li>• Transportation</li> <li>• Legal Fees (related to special ed. services)</li> <li>• General Ed. Services</li> </ul> |

**Personnel Expenses - Other than Salary**

|  |   |
|--|---|
| <input type="checkbox"/> Professional development to build capacity at site or *general fair share at LEA site (not an sbcselpa event) | <input type="checkbox"/> Professional development events from SBCSELPA  |
| <input type="checkbox"/> Work experience program - HS only   | <input type="checkbox"/> Professional development - Board Certified Behavior Analysis   |
| <input type="checkbox"/> Workers compensation - admin. unit (BUSD) is ultimate employer in a court case                                | <input type="checkbox"/> Autism Program from Innovative Learning (Registration only - if teachers want to move on salary scale they will pay for their own credits) |
| <input type="checkbox"/> Unemployment - admin. unit (BUSD) is ultimate employer in a court case  | <input type="checkbox"/> Professional development specific to IEP needs/services  |
| <input type="checkbox"/> Substitutes   |   |

**Personnel Salaries  
(responsibility is 100% of salary unless otherwise stated)**

|   |   |
|---|---|
| <input type="checkbox"/> Teachers at LEA site   | <input type="checkbox"/> Adaptive Physical Education  |
| <input type="checkbox"/> Aides at LEA site  | <input type="checkbox"/> Administrative Assistant   |
|   | <input type="checkbox"/> Administrative/Accounting Technician   |
| <input type="checkbox"/> Nurse at LEA site per request for extra hours for gen ed. needs  | <input type="checkbox"/> Administrative Unit's - Benefits/Bookkeeper - 18% of salary  |
| <input type="checkbox"/> Early Retirement Incentives (i.e. one-time lump sum payment) for staff assigned to LEA site (for ex: site SPED teachers/aides) | <input type="checkbox"/> Administrative Unit's - Business Manager - 15% of salary   |
|   | <input type="checkbox"/> Administrative Unit's - Personnel Assistant - 15% of salary  |
|   | <input type="checkbox"/> Administrative Unit's - Student Data Manager - 15% of salary   |
|   | <input type="checkbox"/> Administrative Unit's - Superintendent - \$5000  |
|   | <input type="checkbox"/> Assistive Technology Teacher (.2 FTE)  |
|   | <input type="checkbox"/> Behavior Aide  |
|   | <input type="checkbox"/> BCBA (20% of BUSD Psych.)  |
|   | <input type="checkbox"/> Bilingual Specialist   |
|   | <input type="checkbox"/> Business Manager   |
|   | <input type="checkbox"/> Deaf & Hard of Hearing   |
|   | <input type="checkbox"/> Director   |
|   | <input type="checkbox"/> Coordinator  |
|   | <input type="checkbox"/> Nurse at LEA site per IEP requirements   |
|   | <input type="checkbox"/> Occupational/Physical Therapist  |
|   | <input type="checkbox"/> Psychologists  |
|   | <input type="checkbox"/> SDC Classroom staff is prorated based on out of district placement per IEP (exception: SDC Structured Class)       |
|   | <input type="checkbox"/> Speech Aide  |
|   | <input type="checkbox"/> Speech Therapists  |
|   | <input type="checkbox"/> Early Retirement Incentives (i.e. one-time lump sum payment) for shared staff (ex: SPED Related Service Providers) |

**Supplies**

|  |  |
|--|--|
| <input type="checkbox"/> Special Ed. files at LEA site   | <input type="checkbox"/> IEP requirements            |
| <input type="checkbox"/> Classroom furniture/*general fair share at LEA site   | <input type="checkbox"/> Psychologists materials     |
| <input type="checkbox"/> Classroom technology/*general fair share at LEA site  | <input type="checkbox"/> Speech materials            |
| <input type="checkbox"/> Classroom consumables/curriculum or alternatives to curriculum currently used at LEA sites in general education | <input type="checkbox"/> Adaptive PE materials       |
|  | <input type="checkbox"/> Consortium Office materials |
|  | <input type="checkbox"/> Learning Ally membership    |
|  | <input type="checkbox"/> Low incidence materials     |

|                       |  |
|-----------------------|--|
|                       | <input type="checkbox"/> SDC Classroom curriculum/instructional materials specific to SPED (includes Structured Class)                                   |
|                       | <input type="checkbox"/> Alternate curriculum not used in general ed.  |
| <b>Transportation</b> |  |
|                       | <input type="checkbox"/> Special ed. bus   |
|                       | <input type="checkbox"/> Alternative transportation due to IEP needs   |
|                       | <input type="checkbox"/> Reimbursement for District vehicle use for Special Ed. programs (mileage at current federal mileage rate per District invoice). |

**\*General Fair Share = What is provided across general ed. classrooms/teachers is also provided to special ed classrooms/teachers.**

SYVSEC Superintendents Advisory Committee Reviewed and Adopted: 9/13/16; Revised: 3/14/17; 5/9/17; 9/12/17; 4/10/18; 5/8/18; 9/18/18

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**DRAFT**

**Transition Plan for School Psychologists from SBCEO to SYVSEC**

Rev: 9/18/18

|                    |                                       | <b>SYVSEC</b>                         |                                       |                                       |   |  |
|--------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---|--|
| LEA/ADA            | 2016-2017<br>Total<br>Weekly<br>Hours | 2017-2018<br>Total<br>Weekly<br>Hours | 2018-2019<br>Total<br>Weekly<br>Hours | 2019-2020<br>Total<br>Weekly<br>Hours | Tentative Staff 2018-2019   |  |
| 1. Ballard         |                                       |                                       |                                       | 8<br>(0 SDC class)                    | Nicole Dahlstrom .7 FTE   |  |
| 2. Los Olivos      |                                       |                                       |                                       | 16<br>(0 SDC class)                   | Alex Solano .4 FTE<br>Claudia Pena (Hi-profile) - .2 FTE                  |  |
| 3. College/SYC     |                                       |                                       |                                       | 24<br>(0 SDC class)                   | Liliana Gutierrez-Ruiz (Col.) .2FTE<br>Maria Santiago Rosario (SYC) .4FTE |  |
| 4. Vista           |                                       | 8<br>(0 SDC class)                    | 8<br>(0 SDC class)                    | 8<br>(0 SDC class)                    | Jennifer Lee .2 FTE   |  |
| 5. Buellton        |                                       | 32<br>(1 SDC class)                   | 40<br>(2 SDC class)                   | 40<br>(2 SDC class)                   | Allison Schwartz – 1.0 FTE  |  |
| 6. Solvang         | 40<br>(2 SDC class)                   | 40<br>(2 SDC class)                   | 32<br>(1 SDC class)                   | 32<br>(1 SDC class)                   | Jennifer Lee .8 FTE<br>Maria Santiago Rosario - .2 FTE                    |  |
| 7. SYVUHS          | 40<br>(2 SDC class)                   | 40<br>(2 SDC class)                   | 40<br>(2 SDC class)                   | 40<br>(2 SDC class)                   | Claudia Pena - .8 FTE<br>Maria S. Rosario - .4 FTE (intern)               |  |
| Total Weekly Hours | 80 SYVSEC<br>88 SBCEO                 | 120 SYVSEC<br>48 SBCEO                | 118 SYVSEC<br>48 SBCEO                | 168 SYVSEC<br>4.2 FTE                 | Malia Mondragon - .2 FTE (Practicum)                                      |  |

**Transition Plan for School Nurses from SBCEO to SYVSEC**

|                    |                                       | <b>SYVSEC</b>                         |                                       |                                       |   |  |
|--------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---|--|
| LEA/ADA            | 2016-2017<br>Total<br>Weekly<br>Hours | 2017-2018<br>Total<br>Weekly<br>Hours | 2018-2019<br>Total<br>Weekly<br>Hours | 2019-2020<br>Total<br>Weekly<br>Hours | Tentative Staff 2018-2019   |  |
| 1. College/SYC     |                                       |                                       |                                       | 14                                    | Janette Porter  |  |
| 2. Buellton        |                                       |                                       |                                       | 14                                    | Janette Porter  |  |
| 3. Vista           |                                       |                                       | 4                                     | 4                                     | Brenda Beas   |  |
| 4. Ballard         |                                       |                                       | 4                                     | 4                                     | Brenda Beas   |  |
| 5. Los Olivos      |                                       |                                       | 6                                     | 6                                     | Brenda Beas   |  |
| 6. Solvang         |                                       | 16                                    | 14                                    | 14                                    | Brenda Beas   |  |
| 7. SYVUHS          | 24                                    | 24                                    | 24 (+8 gen.ed.)                       | 22                                    | Miranda Burford   |  |
| Total Weekly Hours | 24 SYVSEC<br>107 SBCEO                | 40 SYVSEC<br>77 SBCEO                 | 52 SYVSEC<br>28 SBCEO                 | 78 SYVSEC<br>2 FTE                    | Miranda Burford (.2 FTE SBCEO)<br>Brenda Beas (Adelante Charter – 8 hrs. monthly) |  |

SYVSEC Superintendents Advisory Committee Reviewed and Adopted: 1/9/18; Rev: 4/10/18; Rev: 5/8/18; Rev: 6/19/18; Rev: 9/18/18  
 Reviewed with SBCEO on: 3/2/18

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## Structured Transitional Education Program S.T.E.P. CLASS Recommended Staffing Chart

| # Students  | Teacher                       | Behavior/<br>Aides              | Intensive<br>Mental<br>Health<br>Provider | Board<br>Certified<br>Behavior<br>Analyst<br>(BCBA) | School<br>Psych.        | Total<br>FTE                                | Estimated<br>Maximum<br>Per<br>Pupil<br>Cost |
|---|-------------------------------|---------------------------------|---|---|-------------------------|---|--|
| 1   | 1 FTE                         | 2 FTE                           | 2 hrs.                                    | 1 hr.   | 1 hr.                   | 3.10 FTE                                    | \$105,000 shared<br>\$105,000 per pupil      |
| 2   | 1 FTE                         | 2 FTE                           | 4 hrs.                                    | 2 hrs.  | 2 hrs.                  | 3.20 FTE                                    | \$105,000 shared<br>\$52,555 per pupil       |
| 3   | 1 FTE                         | 2 FTE                           | 6 hrs.                                    | 3 hrs.  | 3 hrs.                  | 3.30 FTE                                    | \$105,000 shared<br>\$35,000 per pupil       |
| 4   | 1 FTE                         | 2 FTE                           | 8 hrs.                                    | 4 hrs.  | 4 hrs.                  | 3.40 FTE                                    | \$105,000 shared<br>\$26,000 per pupil       |
| <b>Estimated<br/>Projected<br/>Cost for 2015-16</b> | <b>\$45,000-<br/>\$80,000</b> | <b>\$80,000 -<br/>\$100,000</b> | <b>\$20,000</b>                           | <b>\$10,000</b>                                     | <b>\$0<br/>Embedded</b> | <b>Total:<br/>\$155,000 -<br/>\$210,000</b> |  |
| 5   | 1 FTE                         | 2 FTE*                          | 10 hrs.                                   | 5 hrs.  | 5 hrs.                  | 3.50 FTE                                    |  |
| 6   | 1 FTE                         | 2 FTE*                          | 12 hrs.                                   | 6 hrs.  | 6 hrs.                  | 3.60 FTE                                    |  |
| 7   | 1 FTE                         | 3 FTE*                          | 14 hrs.                                   | 7 hrs.  | 7 hrs.                  | 4.70 FTE                                    |  |
| 8   | 1 FTE                         | 3 FTE*                          | 16 hrs.                                   | 8 hrs.  | 8 hrs.                  | 4.80 FTE                                    |  |
| 9   | 1 FTE                         | 3 FTE*                          | 18 hrs.                                   | 8 hrs.  | 8 hrs.                  | 4.85 FTE                                    |  |
| 10  | 1 FTE                         | 3 FTE*                          | 20 hrs.<br>.50 FTE                        | 8 hrs.<br>.20 FTE                                   | 8 hrs.<br>.20 FTE       | 4.90 FTE                                    |  |

1. First 50% cost shared by all Districts per ADA %; remaining 50% is prorated per pupil cost to sending districts
2. Start up cost of \$20,000 to be requested from SBCSELPA (materials, furniture, construction of reboot room)
3. \* Behavior aide support may need to increase based on externalizing behaviors and maintaining safety



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### **Housing Procedure**

The districts that comprise the Santa Ynez Valley Special Education Consortium (SYVSEC) are committed to the provision of special education services to all individuals with exceptional needs in the least restrictive environment as required by State and Federal law. Accordingly, the plan described below for housing SYVSEC special education programs is intended to foster the following principles:

1. Enhance special education students' ability to mainstream with age appropriate peers
2. Provide opportunities for special education students to participate in school and community activities
3. Assure that special education students receive the services specified in their IEPs in housing located as close to home as possible

Each school district accepts the ultimate responsibility for providing housing space for all special education students who attend SYVSEC-operated special education programs. The housing needs of all students, both general and special education shall be considered in all decisions regarding the allocation of housing space.

Housing serving SYVSEC special education students should be placed on school sites in locations that promote natural opportunities for students with disabilities to participate with chronologically age-appropriate, non-disabled peers in academic, non-academic and extra-curricular activities to the maximum extent appropriate to the needs of both the special and general education students.

In addition to its responsibility to provide housing space for special education students who reside in the district, each district within the SYVSEC is responsible, on a proportional basis, for making available housing for: students who require placement in SYVSEC special education programs, related services and administration office space. The criteria for determining each district's share of responsibility for providing housing is outlined below.

#### **1. Calculation of Districts' Share of SYVSEC Housing Responsibility**

- A. The total number of SYVSEC housing needed SYVSEC-wide shall consist exclusive use of:
  - Total number of special day classes operated on public school site (approx. 960sq ft per class)
  - Office space for related services program providers (one office = .25 of a classroom or approximately 240 sq. feet)
  - SYVSEC administrative office space
- B. The number of SYVSEC housing (either classrooms/offices or space for a portable building) for which each district is responsible shall be based on ADA within the Consortium based on SBCSELPA's current ADA calculation.

- C. Each classroom made available for SYVSEC shall be approximately a standard size classroom (960 square feet). The number of SYVSEC housing each district is responsible to house shall be determined by reasonable accessibility to all districts in the SYVSEC and age level (elementary or secondary).
- D. The number of SYVSEC housing for which each district is responsible shall be calculated by multiplying the total number of SYVSEC housing needed within the SYVSEC by each district's ADA percentage within in the Consortium.

For example:

| SYVSEC Housing Needed<br>(for example for: 2016-17) | Multiply | District ADA %<br><i><b>(SBCSELPA<br/>highest P2 within 2<br/>years)</b></i> | % of Housing Responsible for Providing<br>or Funding: |
|---|----------|--|---|
| - 2 SDC M/S Classrooms                              | X        | Ballard .03  | .24   |
| - 2 SDC ED Classrooms                               |          | Buellton .21   | 1.68  |
| - 1 Honor Classroom                                 |          | College .14  | 1.12  |
| - 1 APE Classroom                                   |          | Los Olivos .07   | .56   |
| - 2 SYVSEC Classroom/Offices                        |          | Solvang .19  | 1.52  |
| <b>8 Total Classrooms Needed</b>                    |          | SYVUHS .32   | 2.56  |
|   |          | Vista .04  | .32   |
|   |          | <b>TOTAL</b>   | <b>8 classes provided</b>                             |

- E. A district shall not provide fewer SYVSEC housing locations than it is currently making available unless:
- the number of housing it is required to provide falls below the number of housing it is currently making available; and
  - the SYVSEC Superintendent Advisory Committee identifies another age-appropriate location that is reasonably accessibility to all districts in the SYVSEC; and
  - the SYVSEC Administrative Unit's Board approves the relocation of the class.

## 2. Responsibility for SYVSEC Housing Costs

- A. The districts within the SYVSEC shall seek the most cost effective options for the provision of housing for students enrolled in SYVSEC programs.
- B. All districts within the SYVSEC shall be responsible for providing and/or paying their equitable share of the costs of housing for SYVSEC programs. These costs shall be shared by all districts within the SYVSEC based on the number of SYVSEC housing each district is responsible to provide and/or fund. Each district's share of SYVSEC housing responsibility shall be based upon the ratio of the district's ADA count to the total of the ADA count SYVSEC-wide.
- C. If a district provides more than their equitable share of housing percentage for SYVSEC programs they will be reimbursed this percentage in excess via the funding model based on the SYVSEC's yearly housing cost.
- D. SYVSEC's yearly housing cost shall match the SBCSELPA's yearly housing cost.

### **3. Identification of Location/Relocation of SYVSEC Housing**

A. All requests to house and/or relocate a SYVSEC program shall be reviewed with the SYVSEC Superintendent Advisory Committee and business official from districts in the SYVSEC in order to determine if it is feasible to house and/or move the SYVSEC class/program and continue to meet student IEP needs. The SYVSEC Director may consult with the SBCSELPA Director, special education administrators, and business officials from local education agencies (LEAs), as needed, to seek input regarding such requests.

Accordingly, the plan for housing SYVSEC special education programs is intended to foster the following principles:

- a. Enhance special education students' ability to mainstream with age appropriate peers
  - b. Provide opportunities for special education students to participate in school and community activities
  - c. Assure that special education students receive the services specified in their IEPs in housing located as close to home as possible
- B. The sending and receiving Districts, and the SYVSEC Director shall also ensure that there has been involvement and representation of parents of all affected students and staff (e.g., special and non-special education teachers, itinerant specialists, administrators, and classified) in the planning process. The SYVSEC Director shall make the final recommendations for locating/relocating the SYVSEC housing to the SYVSEC Administrative Unit's Board.
- C. A District housing a SYVSEC program shall make any requests for relocating the SYVSEC program by September 1 of each year. The districts shall notify the SYVSEC Director, in writing, of their desire to reclaim housing space for the following school year. Negotiations between SYVSEC and district for other arrangements to provide housing space shall be completed by January 31 of each year. Districts desiring to take over the provision of housing a SYVSEC program shall take whatever steps are necessary to assure that the SYVSEC program is ready for occupancy as of the start of the new school year.
- D. In cases where no school district within an appropriate geographic region and age level volunteers to house a SYVSEC program, the SYVSEC Director, after consulting with the SYVSEC Superintendent Advisory Committee, and business officials from local education agencies (LEAs) in SYVSEC, as needed, to seek input regarding such requests, shall recommend to the SYVSEC Administrative Unit's Board whether housing space on a public school campus is required. The SYVSEC Administrative Unit's Board shall make the final decision for housing SYVSEC programs when no school district volunteers to house a SYVSEC program.

Section 4

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**2019-20**

## SYVSEC STAFF CHART

Rev. 8/2/19

| Title   | Job Description  |  | Employee                    |
|---|--|--|-----------------------------|
| Accounting/Admin Technician<br>688-4222 x2242 | 1. Leave requests/ Sub coverage/ AESOP<br>2. Prof. development flyers & registrations<br>3. Purchase Orders<br>4. Hourly Claim Forms                   | 5. Mileage reimbursements<br>6. Personnel<br>7. Interview screening<br>8. Inventory  | Renee Howard                |
| Administrative Assistant<br>688-4222 x2256    | 1. SIRAS management<br>2. IEP questions/corrections<br>3. Scheduling goal conferences, observations and evaluations<br>4. General SpEd questions       | 5. ESY Coordination<br>6. Student Transportation<br>7. SYVSEC ADA reporting<br>8. Protocols<br>9. Director's Assistant                       | Tammy Wooden                |
| Assistive Tech Teacher                        | 1. Student AT needs per IEPs   |  | Megan Tice                  |
| Bilingual Clerk<br>688-4222 x2121             | 1. IEP translations  | 2. Interpreter needs   | TBD <i>Selenia Guerrero</i> |
| Business Manager<br>688-4222 x2241            | 1. Budget<br>2. Personnel/Budget/Credentialing<br>3. Payroll   | 4. Reimbursements<br>5. Leaves   | Diane Turner                |
| Coordinator<br>688-4222 x2243                 | 1. SLPs<br>2. DHOH<br>3. APE<br>4. TOSA/Reading Coach<br>5. ISP/Private School<br>6. Solvang<br>7. Buellton<br>8. Ballard<br>0. College/SY Charter/SYE | 10. Vista<br>11. STEP I and II<br>12. SIRAS uploads<br>13. Preschool IEP /transition meetings<br>14. Child Find<br>15. Parent/Aide trainings | Beverly Sherman             |
| Director<br>688-4222 x2256                    | 1. Psychologists<br>2. OT<br>3. VI/O&M<br>4. AT<br>5. SYVUHS<br>6. Los Olivos<br>7. Home Instruction<br>8. Litigious/Hi-Profile cases<br>9. Personnel  | 10. Budget<br>11. Regional Programs<br>12. STEP/SDC classes/transitions<br>13. STEP III class<br>14. Nurses<br>15. Out-of-DOR Placement      | Claudia Echavarria          |
| Accounting Specialist<br>686-2767 x1218       | 1. Benefits  |  | Jennifer Hopson             |
| Assistant to Superintendent                   | 1. Credentialing   |  | Terri Schrepel              |

## SYVSEC Approved Local Education Agency (LEA) Representatives for IEP Meetings

| <b>Ballard:</b>   | <b>Buellton:</b>   | <b>College:</b>   | <b>Los Olivos:</b>  | <b>Santa Ynez Charter:</b>   | <b>Santa Ynez HS:</b>   | <b>Solvang:</b>  | <b>Vista:</b>   |
|---|--|---|---|--|---|--|---|
| APE (APE only IEPs)<br>Psychologist<br>SLP (speech only IEPs)<br>Superintendent<br>Teacher-in-Charge w/ Admin cred. | APE (APE only IEPs)<br>Principals<br>Psychologist<br>SLP (speech only IEPs)<br>Teacher-in-Charge w/ Admin cred.<br>Superintendent<br>Dept. Heads | APE (APE only IEPs)<br>Principals<br>Psychologist<br>SLP (speech only IEPs)<br>Teacher-in-Charge w/ Admin cred.<br>Superintendent | APE (APE only IEPs)<br>Principals<br>Psychologist<br>SLP (speech only IEPs)<br>Superintendent<br>Teacher-in-Charge w/ Admin cred. | APE (APE only IEPs) Director<br>Psychologist<br>SLP (speech only IEPs)<br>Superintendent<br>Teacher-in-Charge w/ Admin cred. | APE (APE only IEPs) Counselors *<br>Psychologist<br>RtI Specialist<br>SLP (speech only IEPs)<br>Vice-Principal<br>Teacher-in-Charge w/ Admin cred.<br>Principal<br>Dept. Head | APE (APE only IEPs)<br>Principal<br>Psychologist<br>SLP (speech only IEPs)<br>Superintendent<br>Vice Principal<br>Teacher-in-Charge w/ Admin cred.<br>Dept. Head | APE (APE only IEPs)<br>Psychologist<br>SLP (speech only IEPs)<br>Superintendent<br>Teacher-in-Charge w/ Admin cred. |

A. SYVSEC Director/Coordinator is to be invited to meeting (with sufficient notice) if it is expected that:

1. Meeting will be controversial;
2. Attorney or advocate is expected at meeting;
3. Possible regional program placement discussion or extended services may be discussed (such as: CTE, Severe Classroom, Intensive Mental Health Services, Occupational Therapy, Mental Health Day Treatment, and/or specialized assistive technology etc.); and/or
4. Other district LEAs are not available and meeting must go on as scheduled.

Note: After providing guidance/instruction, the Director of the SYVSEC may choose to appoint an emergency "LEA Substitute" if meeting must go on due to timeline constraints and approved LEAs are not available.

B. As requested by Consortium Director of Special Education, LEA IEP representatives shall attend an annual training provided by the Consortium to outline expected responsibilities and legal requirements for being an LEA for IEP meetings.

**A Local Education Agency (LEA) representative by federal and state regulations is:**

- A representative of the public agency who
- (i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
  - (ii) Is knowledgeable about the general education curriculum; and
  - (iii) Is knowledgeable about the availability of resources of the public agency and allocate resources.
- Designating a public agency representative:

A public agency may designate a public agency member of the IEP Team to also serve as the agency representative, if the criteria above is satisfied.

300.321(a)(4), 300.321(d)

\*Note LEA must have either Administrative Credential or Special Ed. Credential or Pupil Personnel Services (PPS) Credential

# SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM

Serving: Santa Ynez Valley School Districts  
301 Second Street, Buellton, CA 93427  
(805) 688-4222 Ext 2121 (805) 688-8973 (Fax)

## SYVSEC SCHOOL PSYCH – STAFFING AND DUTIES

Rev: 12/12/18

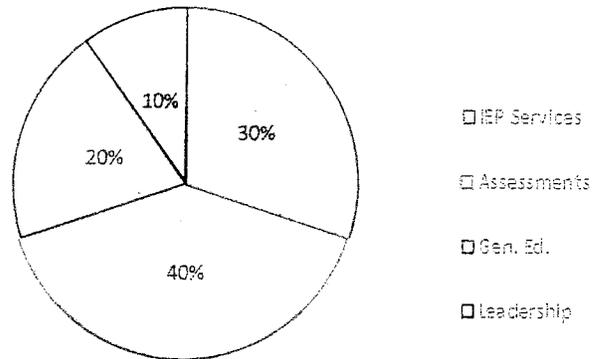
**Desk Audit Results – References: SBCSELPA, SBCEO, SYVSEC, NASP**

### Q1: What is the percentage breakdown of psych duties?

Percentage of Time for Duties:

- **40% Assessments:** Eligibility; Functional Behavior Assessments; Special Circumstance Instructional Assistant Assessments; Manifestation Determinations
- **30% IEP services:** social skills groups; support/write/coach SPED staff with Behavior Intervention Plans, counseling.
- **20% Gen. Ed. Duties:** Child Find, SSTs, 504 meetings, support site team w/ suicide/risk assessments
- **10% Leadership:** PD, consult, system builder

Psych Duties



### Q2: On average, how does SYVSEC compare across Santa Barbara County with student to Psych ratios?

Recommended School Psych-to-Student Ratio:

- 1 to 1000 for traditional / non-MTSS Districts - NASP
- 1 to 500-700 for MTSS Districts – NASP

| SBCSELPA LEA          | Ratio - Psych : Student (average) |
|-----------------------|-----------------------------------|
| Goleta SD             | 1: 375                            |
| Hope SD               | 1: 625                            |
| <b>SYVSEC</b>         | <b>1: 700</b>                     |
| Santa Barbara SD      | 1: 800                            |
| Lompoc SD             | 1: 1100                           |
| Santa Maria Joint SD  | 1: 1100                           |
| Santa Maria Bonita SD | 1: 1400                           |
| Overall Average       | 1: 870                            |

### Q3: On average, how many hours does an assessment require?

Completion of one (1) Multidisciplinary Assessment Report = 20 hours Average (per desk audit)

### Q4: How many assessments are reasonable for 1FTE Psych?

Number of Assessments Per LEA (3-year overview)

|   | LEA        | Actuals 2016-17<br>Tris/Initials<br>Assessments | Actuals 2017-18<br>Tri's/Initials<br>Assessments | Projected 2018-19 Tri<br>Assessments | Projected 2018-19<br>Initials<br>Assessments | Reasonable<br>number of<br>Assessments<br>per 1 FTE | FTE # on<br>site | Budget Impact:<br>2017-18<br>(Average) |
|---|------------|---|--|--------------------------------------|--|---|------------------|--|
| 1 | Ballard    | 8   | 2  | 4                                    | 0  | 8   | .2 FTE           |  |
| 2 | BUSD       | 25  | 33   | 25                                   | 11   | 40  | 1 FTE            |  |
| 3 | College    | 23  |  | 10                                   | 5  | 24  | .6 FTE           |  |
| 4 | Los Olivos | 17  | 17   | 9                                    | 2  | 16  | .4 FTE           |  |
| 5 | SYVHS      | 42*   |  | 39                                   | 5  | 40  | 1 FTE            |  |
| 6 | Solvang    | 33*   |  | 19                                   | 5  | 32  | .8 FTE           |  |
| 7 | Vista      | 4   | 7  | 2                                    | 0  | 6   | .2 FTE           |  |

\*Needed additional Psych hours to meet timelines.

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## **Consortium Lead School Psychologist Job Duties**

(Lead School Psychologists are renewed and/or selected yearly by the Consortium's Director of Special Education in consultation with the District's administration and the staff in the special education department)

Revised: 5/22/19

1. Meets monthly with Director of Special Education to collaborate regarding the needs of School Psychologists and/or high-profile cases.
2. As requested, assist Director of Special Education or designee with high-profile cases such as conducting evaluations, attend IEP/staff meetings and/or other duties as assigned.
3. Provides support and mentoring of all school psychologists, interns and practicum students within SYVSEC.
4. Provides training to staff such as standardized assessments and data collections methods.
5. Arranges trainings with outside specialists/consultant on topics requested by school psychologists.
6. Provide information for staff at School Psychologist meetings, lead meetings as needed per Director of Special Education.
7. Represents SYVSEC at monthly Student Attendance Review Board hearings (SARB).
8. Collates materials/tools needed for all School Psychologists for current and following school year.
9. Keeps and updates inventory list of assessment kits by working with SYVSEC office for ordering updates, etc.
10. Leads and provides input on agenda for School Psychologist / Related Service meetings.
11. Confirms School Psychologists have uploaded signed assessments to special education information system.
12. Collates "care packages" of testing protocols per requests/needs of School Psychologists.
13. Other duties as requested or approved by Consortium Director

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Serving Santa Ynez Valley School Districts

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## **Consortium Department Head Job Duties**

(Department Heads are renewed and/or selected yearly by the Consortium's Director of Special Education in consultation with the District's administration and the staff in the special education department)

1. Creates agenda and conducts for monthly department meetings
2. Represents SPED Department in District Department Head meetings
3. Advocates for special education student's IEP needs
4. Encourages general education teachers, school staff and parents to first network with case managers for needed supports for their students with IEPs
5. Supports staff in the special education dept. with resolving concerns when needs are dept. wide or cannot be resolved at the teacher level
6. Coordinates with district personnel to provide school-wide standardized testing needs for students with IEPs
7. Prior to the beginning of school, in collaboration with District Administration and Consortium Director, drafts instructional assistants' yearly assignment schedule to meet students' IEP services for final approval by Consortium Director.
8. In collaboration with District Administration and Consortium Director, updates instructional assistants' schedules as needed throughout the year to meet student IEP services with final approval by Consortium Director.
9. Coordinates daily temporary changes to aide schedules due to student and aide absences
10. Mentors and supports Consortium's special education teachers
11. Creates yearly IEP and Triennial meetings schedule
12. Checks-in weekly with Consortium Director as information liaison between sites
13. Coordinates and attends or assigns designees to attend transition meetings
14. During February, March and April in collaboration with District's Administration/Master Scheduler and Consortium Director, helps to draft the next school year's special education master schedule of classes in order to meet IEP needs and federal and state regulations
15. Prior to the beginning of the school year, collaborates with District Administration/Master Scheduler and Consortium Director to confirm that students with IEPs have schedules that comply with their IEP services
16. In collaboration with Consortium Director, Dept. Heads assigns annual student caseload to case managers
17. As requested, presents at Board of Education meetings
18. Other duties as requested or approved by Consortium Director



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**Santa Ynez Valley High School Lead Instructional Assistant Job  
Duties**

(The High School's Lead Instructional Assistant is renewed and/or selected yearly by the Consortium's Director of Special Education in consultation with the District's administration and the staff in the special education department)

Under the direction of the Department Head, Lead Instructional Assistant will:

1. Gather SPED schedules prior to commencement of school and assist Dept. Head in determining IA coverage for general ed. classes based on student numbers; assist Dept. Head with schedule adjustments throughout school year.
  2. Obtain equipment and technology from Consortium and assist SPED teachers with installation by working with District's IT staff. Communicate with IT regarding orders and questions when SPED teacher unavailable.
  3. Research needed trainings for instructional assistants. Ensure that IAs are equipped with materials they will need. Assist with communication between general ed. teachers and instructional assistants.
  4. Assist new SPED staff with touring site, obtaining keys, email account, classroom supplies, parking pass, etc.
  5. Follow-up with Maintenance on work orders from SPED teachers to ensure timeliness.
  6. Assist IAs with creating sub binders and coordinate sub schedules when needed.
  7. Set-up student SPED cumulative folders; train filers on procedure.
  8. Pick up and deliver paperwork, testing kits, and supplies to and from Consortium Office.
  9. Other duties as assigned by Consortium Director and/or High School Dept. Head.
- Fiscal Impact: \$3,500 stipend per year

SYVSEC Superintendents' Advisory Committee Reviewed and Adopted: 5/9/17



## SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM

Serving: Ballard, Buellton, Santa Ynez Valley High School, Solvang, and Vista Del Mar School Districts  
301 Second Street, Buellton, CA 93427  
(805) 688-4222 Ext 2121 (805) 688-8973 (Fax)

To: SYVSEC Office Staff  
From: Claudia Echavarria, SYVSEC Director of Special Education  
Re: Aide Leave Request and Substitute Assignment Procedure  
Rev. Date: 8/17/18  
Cc:

---

For aides to request leave (anytime you are off site):

1. They must enter the request into Aesop with sufficient time to approve/deny request *and* check emails from Aesop with confirmation number.
2. If it is an emergency, and entering the request in Aesop is not possible, aides must call and notify Consortium's Accounting/Admin. Technician ASAP prior to the scheduled absence.
3. Consortium's Accounting/Admin. Technician, under the direction of the Director of Special Education, shall determine if an aide substitute is required and will make the needed arrangements in Aesop to provide an aide substitute.
4. If an aide substitute is required, they will be assigned to cover only when students are in session at that particular site or program, unless otherwise determined by Consortium Director.
5. Aide substitutes will report to managing teacher in order to get their day's assignment. If the aide substitute is assigned to the High School, he/she will report to the School Psychologist / Dept. Head.
6. If managing teacher/School Psychologist is not available, aide substitutes will report to the Department Head.

**Note:** It is the usual procedure that aide substitutes support special ed. students. For example, if it is a minimum day for students, the aide substitute will report to the site when the students start the day and will work up until the end of the students' day, unless otherwise determined by the Consortium Director.



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**PROCEDURE FOR ASSIGNING SUBSTITUTES FOR AIDES**

1. An instructional assistant requests leave in AESOP,  
**OR,**
2. A request is made by the Director of Special Ed. for immediate placement of a temporary instructional assistant due to a district's moderate/severe need.
3. The request is filled via AESOP by a substitute aide.
4. **IF**, the requested leave date in AESOP is not filled by a substitute instructional aide, the AESOP administrator will rearrange previously scheduled substitutes, across the Consortium programs in order to fill a position at a particular program that has the most moderate/severe needs.
5. A program with mild to moderate needs may go without a substitute instructional aide, if a substitute instructional assistant is not available.
6. If a moderate/severe need cannot be filled with a substitute instructional assistant, a substitute teacher will be assigned instead, if available.



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**MEMO**

**TO:** SYVSEC SpEd Staff  
**FROM:** Claudia Echavarria  
**REV DATE:** 8/1/18  
**RE:** AESOP and Leave Requests

All staff shall submit leave requests in AESOP prior to any scheduled absence allowing sufficient time for Special Education Director to approve or deny the request.

For Personal Business days, requests must be submitted no later than 3 business days prior to the requested day(s). The reason for said absence is not required.

Personal Necessity days may be used for “death or serious illness of a member of the immediate family . . . . Accident involving the person or property of a member of the immediate family.” Staff must disclose the reason for the requested leave and provide as much notice as reasonably possible given the emergency.

In addition, Personal Necessity days may be used “for that portion of a workday to cover emergency occasions that may be unavoidable, or of a serious nature involving circumstances which the employee cannot be expected to disregard, and which may not be conducted at a time other than during regular work hours.” Again, staff must disclose the reason for the request and if an emergency, provide as much notice as reasonably possible. Any requests not considered an emergency but are required to be conducted during regular business hours, the employee must provide at least 3 business days prior to the requested day in order for the request to be approved.

Please keep in mind, all requests are subject to denial based on the number of staff members already absent at that site, therefore, submitting requests as early as possible is always best practice.

An email with a confirmation number will be sent from AESOP if your request was approved. Verbal requests will not be accepted. Emails and/or text messages will not be accepted under any circumstances. The AESOP system will secure sub coverage once your leave request has been approved.

END OF MEMO



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**MEMO**

**TO:** SYVSEC SpEd Staff  
**FROM:** Claudia Echavarria  
**DATE:** July 31, 2019  
**RE:** Reimbursements

Staff seeking reimbursement for expenditures must obtain prior written approval from SYVSEC Director before making any purchase. All requests shall be submitted in writing with the item(s) and approximate cost of each item reflected in the proposal to be reviewed by SYVSEC Director. Consortium Office will then notify you in writing if proposal was approved or denied. Please note that only items related to IEP goals will be considered for approval. Any general school supplies/materials shall be supplied by your school site.

END OF MEMO



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**MEMO**

To: All Certificated Probationary Staff  
From: Claudia Echavarria, SYVSEC Director of Special Education  
Re: IEP Mentoring for New Teachers  
Date: 8/23/16

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All probationary teachers (Prob. I) shall invite their site's Department Head or Consortium Administrator to their first 3 IEP meetings. At the first IEP meeting, probationary teacher will observe Dept. Head/Admin run the meeting (please note that probationary teacher will prepare the required paperwork prior to the meeting). The second IEP meeting will be a shared model. Probationary teacher will facilitate the meeting with prompting, if necessary, by your mentor. Probationary teacher will run the third IEP meeting and the mentor will provide feedback thereafter.

Thank you.

END OF MEMO



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**MEMO**

To: All Certificated Staff  
From: Claudia Echavarria, SYVSEC Director of Special Education  
Re: BUSD Van Usage  
Date: 10/3/16

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For any Consortium Certificated Staff that uses the Buellton School van, you must track your mileage on the attached form. Under employee section, please write your school site and reason for usage. Please return mileage forms to SYVSEC Business Manager each month.

Thank you.

END OF MEMO



**SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM**

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To: All SYVSEC Certificated and Classified Staff  
From: Claudia Echavarria, SYVSEC Director of Special Education  
Re: Instructional/Behavior Aides Work Day  
Date: 10/3/16

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All instructional and behavior aides must adhere to their designated contract work hours. In the mornings, aides should arrive at their site no earlier than 15 minutes before their work-shift begins and shall leave no later than 15 minutes after their work-shift concludes. Teachers, please ensure that your instructional aides are following this procedure.

Thank you.

END OF MEMO

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## Relocating SYVSEC Classroom - Checklist

11/7/17

Per Cooperative Agreement: Districts housing a SYVSEC classroom shall make any requests for relocating the SYVSEC classroom by September 1 of each year. The districts shall notify the SYVSEC Director, in writing, of their desire to reclaim classroom space for the following school year. Negotiations between SYVSEC and district for other arrangements to provide classroom space shall be completed by January 1 of each year. Districts desiring to take over the provision of housing a SYVSEC classroom shall take whatever steps are necessary to assure that the SYVSEC classroom is ready for occupancy as of the start of the new school year.

**Name of LEA requesting SYVSEC classroom relocation and /or services:** \_\_\_\_\_

**Name of LEA receiving SYVSEC classroom relocation and /or services:** \_\_\_\_\_

**SYVSEC classroom relocation site:** \_\_\_\_\_

| Activity   | Date Due     | Evidence of Activity Submitted to Superintendent Advisory Committee | SYVSEC Director Initials |
|--|--------------|---|--------------------------|
| 1) Letter of Intent to relocate SYVSEC classroom sent to SYVSEC Director by the requesting LEA.                | September 1  | Letter/Email  |                          |
| 2) Letter to include date on which the proposed relocation will take effect.                                   |              | Letter/Email  |                          |
| 3) Item discussed at the Superintendent Advisory Committee (SAC).  | October Mtg. | SAC Agenda  |                          |
| 4) Superintendent Advisory Committee advised SYVSEC Director on request.                                       | October Mtg. | SAC Agenda  |                          |
| 5) Participating SYVSEC LEA volunteers to house SYVSEC classroom.  | November 1   | Letter/Email  |                          |
| 6) Evidence parents and staff were represented in the planning process for both the sending and receiving LEA. | November 30  | Parent/Staff Mtg. Flyer/Sign-in                                     |                          |
| 7) Evidence that continuation of current IEPs of affected pupils has been considered.                          | November 30  | SYVSEC Director tours receiving LEA site/services                   |                          |
| 8) Approval of requesting LEA Board.   | December 30  | Board Agenda Item   |                          |
| 9) Approval of receiving LEA Board.  | December     | Board Agenda Item   |                          |
| 10) Evidence of an agreed upon plan between sending and receiving LEAs for transfer of equipment.              | January 1    | Letter/email  |                          |



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**PAYROLL / REIMBURSEMENT PROCEDURE AND TIMELINE**

1. All timecards are due within 30 days of the actual time worked in order for the employee to receive full retirement benefits with STRS Retirement Fund. A late penalty will be assessed by STRS to the Consortium Office for submitting delinquent hours. Please submit all timecards in a timely manner.
2. All requests for reimbursements are due within 30 days from the actual time the expense was incurred. All receipts and/or travel information must be attached.

**Examples:**

- a. Required attachments for out-of-town seminar: Seminar flyer, receipts for books, hotels, and/or food and google map to verify mileage.
- b. Required attachments for classroom supplies: Reason for purchase and receipt verifying proof of payment.

**BUELLTON UNION SCHOOL DISTRICT  
SYV SPECIAL EDUCATION CONSORTIUM  
Hourly Payroll Timesheet**

Employee Name: \_\_\_\_\_ Month of: \_\_\_\_\_

Position: \_\_\_\_\_

| Date         | Day | Time In 1 | Time Out 1 | Time In 2 | Time Out 2 | TOTAL Hrs | O/T Hrs | Employee Note | District Location |
|--------------|-----|-----------|------------|-----------|------------|-----------|---------|---------------|-------------------|
| 16           |     |           |            |           |            |           |         |               |                   |
| 17           |     |           |            |           |            |           |         |               |                   |
| 18           |     |           |            |           |            |           |         |               |                   |
| 19           |     |           |            |           |            |           |         |               |                   |
| 20           |     |           |            |           |            |           |         |               |                   |
| 21           |     |           |            |           |            |           |         |               |                   |
| 22           |     |           |            |           |            |           |         |               |                   |
| 23           |     |           |            |           |            |           |         |               |                   |
| 24           |     |           |            |           |            |           |         |               |                   |
| 25           |     |           |            |           |            |           |         |               |                   |
| 26           |     |           |            |           |            |           |         |               |                   |
| 27           |     |           |            |           |            |           |         |               |                   |
| 28           |     |           |            |           |            |           |         |               |                   |
| 29           |     |           |            |           |            |           |         |               |                   |
| 30           |     |           |            |           |            |           |         |               |                   |
| 31           |     |           |            |           |            |           |         |               |                   |
| 1            |     |           |            |           |            |           |         |               |                   |
| 2            |     |           |            |           |            |           |         |               |                   |
| 3            |     |           |            |           |            |           |         |               |                   |
| 4            |     |           |            |           |            |           |         |               |                   |
| 5            |     |           |            |           |            |           |         |               |                   |
| 6            |     |           |            |           |            |           |         |               |                   |
| 7            |     |           |            |           |            |           |         |               |                   |
| 8            |     |           |            |           |            |           |         |               |                   |
| 9            |     |           |            |           |            |           |         |               |                   |
| 10           |     |           |            |           |            |           |         |               |                   |
| 11           |     |           |            |           |            |           |         |               |                   |
| 12           |     |           |            |           |            |           |         |               |                   |
| 13           |     |           |            |           |            |           |         |               |                   |
| 14           |     |           |            |           |            |           |         |               |                   |
| 15           |     |           |            |           |            |           |         |               |                   |
| <b>TOTAL</b> |     |           |            |           |            |           |         |               |                   |

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Budget Code: \_\_\_\_\_



# BUELLTON UNION SCHOOL DISTRICT

## Employee Reimbursement Form

Employee Name \_\_\_\_\_

School Site/Department  Oak Valley  Jonata  Special Ed. Consortium

### ITEMIZATION OF PURCHASES AND CERTIFICATION FOR REIMBURSEMENT

| <u>Vendor</u> | <u>Description of Purchased Item(s)</u> | <u>Amount</u> |
|---------------|---|---------------|
| _____         | _____                                   | _____         |
| _____         | _____                                   | _____         |
| _____         | _____                                   | _____         |
| _____         | _____                                   | _____         |
| _____         | _____                                   | _____         |
| _____         | _____                                   | _____         |
|               | Total                                   | \$ _____ -    |

\*\*\*\*\*PLEASE TAPE ORIGINAL RECEIPTS TO AN 8½" x 11" SHEET OF PAPER (No Staples)\*\*\*\*\*

I have confirmed that the receipts being reimbursed to the employee noted above, are for school use and professional purposes only and are located at my work site. (Education Code 32425, 39805, 35160)

\_\_\_\_\_  
*Employee Signature* *Date*

### APPROVAL

Budget Code(s) to Charge \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Administrator (Principal/Supervisor) Signature* *Date*

|                                 |                    |
|---------------------------------|--------------------|
| For Accounting Office Use Only: |                    |
| Budget Code: _____              | _____              |
| Budget Code: _____              | _____              |
| Processed by: _____             | Approved by: _____ |





Collective Bargaining Agreement  
Between  
The Buellton Union School District  
And  
The Buellton Education Association, CTA/NEA  
Certificated Unit

July 1, 2017 – June 30, 2019

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Attachments:

- Appendix A.1. 2017-18 Salary Schedule
- A.2. 2018-19 Salary Schedule
  
- Appendix B.1. Observation Report
- Appendix B.2. Certificated Evaluation Form
- Appendix B.3. Psychologists Evaluation Form
  
- Appendix C.1 Class Size/Grade Span Adjustment – Memorandum of Understanding
  
- Appendix D.1 List of Athletic & Academic Coaching Stipends

# COLLECTIVE BARGAINING AGREEMENT

## BUELLTON UNION SCHOOL DISTRICT BUELLTON EDUCATION ASSOCIATION/CTA/NEA

### ARTICLE I IMPLEMENTATION

#### Agreement

- A. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the BUELLTON UNION SCHOOL DISTRICT ("District" or "Board") and the BUELLTON EDUCATION ASSOCIATION/CTA/NEA ("Association" or "Exclusive Representative"), an employee organization.
1. This Agreement has been entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("the Act").
  2. This Agreement sets forth the full and complete agreement between the parties in regard to the subject matter contained herein. This Agreement supersedes any and all prior formal or informal agreements in regard to the subject matter contained herein. No valid or binding agreements, promises, representations, or inducements, oral or otherwise, exist between the parties in regard to the subject matter contained herein that are not specifically expressed herein.

#### Notices

- B. Whenever provision is made for the giving, service, or delivery of any notice, letter, statement, or other instrument, it shall be deemed to have been given, served, or delivered either upon personal service or by mailing by United States Postal Service certified or express mail, or Federal Express letter service, to the appropriate party at the following address:
1. District: Superintendent  
Buellton Union School District  
595 Second Street  
Buellton, CA 93427-6801
  2. Association: President  
Buellton Teachers Association/CTA/NEA  
595 Second Street  
Buellton, CA 93427
  3. Employees: At the address of record contained in the District's personnel file.

#### Concerted Activities

- C. The parties agree that except as allowed under EERA, neither the Association nor its members shall encourage, condone, participate in, or otherwise support any strike, work stoppage, ("sick-in") slow down, picketing in furtherance of a strike, or any other concerted failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties.

1. The Exclusive Representative recognizes its duty and obligation under law to comply with the provisions of this agreement and guarantees the full and faithful performance of this agreement on its part and on the part of bargaining unit members.
2. Further, in the event of a strike, work stoppage, "sick-in," slow down, picketing in furtherance of a strike, or any other concerted failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties, the Exclusive Representative agrees in good faith to take all necessary steps to cause employees to cease the concerted activity.
3. This section shall remain in effect throughout the term of this Agreement and during any negotiations for a successor agreement. If the parties are unable to reach a new agreement, this provision shall not be in effect as of the date the parties complete the statutory impasse procedures.

## **ARTICLE II RECOGNITION**

### **Unit Inclusions**

- A. The District recognizes the Association as the Exclusive Representative for a bargaining unit composed of all certificated teachers and Psychologists ("employee" or "employees") employed by the District.

### **Unit Exclusions**

- B. Specifically excluded from the recognized bargaining unit are all management, confidential, and/or supervisory employees of the District, as well as all classified employees of the District.

### **Board of Trustees**

- C. The Association recognizes the Board of Trustees of the Buellton Union School District as the duly elected representatives of the citizens of the District and agrees to negotiate solely with the representatives designated by the Board.

### **Agency Fee**

- D.
  1. The Employer agrees to deduct agency fees, from the pay of unit members who do not become members of the Association.
  2. With respect to all sums deducted by the Employer for membership dues or agency fees, the Employer agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and changes in personnel from the list previously furnished.
  3. The association and Employer agree to furnish to each other any information needed to fulfill the provisions of this Article.

### **Religious Objectors**

- E.
  1. Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- a. American Cancer Society
  - b. American Red Cross
- 2. To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. Forms for this purpose may be obtained from the Association. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.
- 3. Proof of payment shall be made on an annual basis to the Association and Employer as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the agency fee has been made. No in-kind services may be received for payments, nor may the payment be in form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.
- 4. Any unit member making payments as set forth in sections above, and who requests that the grievance or arbitration provisions of this Agreement be used in her or his behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 5. The enforcement of agency fee is not a District function.

**ARTICLE III  
SALARY**

**Certificated Salary Schedule**

- A. The "Certificated Salary Schedules" which is coterminous with the provisions of this Agreement, is attached as appendices A-1 of this agreement.
  - 1. For each year of this Agreement, increments for movements on the salary schedule, including credit for additional coursework and for years of experience, shall be paid to employees who qualify.
  - 2. An employee who is assigned to work less than the full time workday of work year shall receive a salary based on the ratio of assigned hours or assigned days to the number of hours in a regular workday or number of days in a regular work year.
  - 3. Salary payments shall be made no later than the last day of each month on which the District office is open for business.
- B. Adjustments to the Salary Schedule
  - 1. A one-time, one percent (1%) salary schedule payment for each current bargaining unit member's 2017/2018 base salary, will be provided in the next full payroll cycle upon ratification and Board approval of this agreement. (Refer to Appendix A.1.)
  - 2. Effective in the 2018-19 school year, the certificated salary schedule and the school psychologist/speech/nurse salary schedule will increase by one (1) percent. (Refer to Appendix A.2.)

3. Retroactive to July 1, 2015, a psychologist certified as bilingual proficient will receive an additional \$2,000 to the employee's current year placement on the school psychologist/speech salary schedule based on the employee's FTE.
4. For the term of this agreement, any Mild to Moderate Special Education Teacher with a caseload at or over 50% of the State required caseload cap shall be paid a Case Management Stipend of \$6,500. Any Special Education Teacher teaching in a Special Day Class setting (including STEP Classes) with a caseload at or over 50% of the SBCSEPLA caseload minimum shall be paid a Case Management Stipend of \$6,500. The Case Management Stipend will be assessed at each academic trimester (\$2,166.67 if eligible per trimester). This Case Management Stipend includes compensation for assessment responsibilities.

Subsection III.B.4. will sunset June 30, 2019 unless otherwise agreed upon by both parties.

5. The certificated position of School Nurse will be added to the School Psychologist/Speech Salary Schedule.

#### **Initial Salary Schedule Placement**

- C. When an employee is employed initially by the District, the employee's transcripts will be evaluated to determine which upper division and graduate courses completed, if any, in addition to those required for a bachelor's degree, will be accepted for placement on the Certificated Salary Schedule.
  1. Placement on the first step of Column 1 is based on completion of a bachelor's degree from an accredited college or university, on creditable years of teaching experience, and possession of a valid California teaching credential.
  2. Units and degrees will be accepted only from accredited colleges and universities. Accredited colleges and universities are defined for purposes of this Article and Appendix A as those from which units are accepted by the California Commission for Teacher Preparation and Licensing.
    - a. The maximum number of units that will be accepted and credited for initial placement of a teacher who does not have a master's degree is 15 units (Column 2). The initial placement of a teacher who has a master's degree is limited to Column 3.
  3. A maximum of five years of prior teaching experience shall be granted for teachers entering the District for the first time.
    - a. A minimum of 75% of the teaching days of the year must be completed for one year of credit.

#### **Units Credited for Salary Advancement**

- D. Those college or university units of credit that an employee wishes to utilize for purposes of advancement on the Certificated Salary Schedule shall be credited subject to the following conditions:
  1. An official transcript of courses completed or a statement with the official stamp of the college or university signed by the registrar of the college or university that the course has been satisfactorily completed will be required no later than the last workday before October 1, to be applicable for salary schedule placement purposes for that school year.

2. Units are defined for the purposes of this Article and Appendix A as semester units. All units must be in upper division or graduate level course work. Units taken to clear a preliminary or emergency credential shall not be eligible to be counted towards column advancement. Units that are earned as quarter units or trimester units shall be converted to the appropriate number of semester units.
3. Satisfactory completion of each unit of approved college credit is required to earn credit toward advancement from one salary column to another. Courses to be credited for advancement on the salary schedule must be approved by the Superintendent or designee first and then taken to the Governing Board for approval prior to commencement of the course. Under extenuating circumstances, an employee may request approval for a course after the course has begun. The Superintendent may, but is not required to, grant approval for the course. Approval shall not be withheld for arbitrary or capricious reasons.
  - a. In order to be approved, each unit of college or university credit must:
    1. Relate to the employee's current teaching assignment;
    2. Be a part of a program leading toward an advanced degree in a field related to the employee's teaching assignment or a field in which the employee is credentialed to teach within the District; or
    3. Be a part of a program leading toward an additional education services credential.
  - b. An employee may enroll in no more than six semester units or two classes that exceed six semester units or the equivalent per semester while school is in session. The limit does not apply to the summer recess period.
  - c. If the employee takes a course for which salary credit is not allowed pursuant to paragraph E.3.a of this Article, and if within two years of taking the course the employee is reassigned to teach in the area of the course taken, the District shall reevaluate the course for salary credit based upon the criteria of this paragraph.
4. Column movement is calculated and credited to certificated employees in the September paycheck each year.
5. Verification of units to be credited towards column advancement must be received by the District no later than October 1 in order to receive column advancement for that school year. Any verification received after October 1 shall count towards credit for column movement for the following year. (For example, in order to advance from column 1 to column 2 for the 1999-2000 school year, verification of completion of applicable units must be received no later than October 1, 1999.)
6. In order to receive credit toward column advancement, a certificated employee must inform the District of his or her intent no later than April 1 of the previous school year.
7. Amend the contract and salary schedule to provide the following justifications for column advancement.

Column 1 - BA and valid credential

Column 2 - BA and valid credential and 15 additional semester units

Column 3 - BA and valid credential and MA

Column 4 - BA and valid credential and MA and 15 additional units

Column 5 - BA and valid credential and MA and 30 additional units

\* additional units must be taken after MA is obtained

Certificated teachers may take up to 15.0 board of trustee approved semester units that are not part of a masters program, taken prior to the entry of a masters program, and apply those units to the salary schedule one year after the employee is placed on the masters column

8. With one exception specified below, a certificated employee may move no more than one column per year. Where an employee completes units that would justify placement on a subsequent (or additional) column, such units shall be credited towards future movement at the rate of one column per year.

**Exception:** A certificated employee who receives his/her Masters degree and becomes eligible to move from column 1 to column 3 in one move and:

- a. that employee has fully complied with the District specifications regarding approved courses and course load and
- b. that employee has properly applied for such advancement by complying with the terms of this article;

Such employee will be permitted to advance from column 1 to column 3.

9. Beginning with employees hired July 1, 2000 and thereafter, a master's degree from an accredited university will be recognized for compensation only if such degree is in an educational field that is directly related to the instruction of students. Employees who already hold a recognized degree, have received prior approval to pursue a specific degree, or were employed before July 1, 2000, are exempt from this provision.

**Payroll Deductions**

- E. Upon appropriate written authorization from an employee, the District agrees to deduct from the employee's salary such deductions as, but not limited to, annual dues for the Exclusive Representative, approved tax-sheltered annuities, credit unions, savings bonds, charitable donations, as well as any other plans or programs approved by the District. Certificated employees who participate in voluntary trainings paid for by the District must sign a "Reimbursement for Training Expenses" agreement. If the Employee voluntarily leaves the District, he or she must repay the expense for the training pursuant to the following schedule. After working for:

| <u>Length of service</u>  | <u>Percent of repayment due</u> |
|---|---------------------------------|
| Separation prior to one year from the date of training.                     | 100%                            |
| Separation after one year but prior to two years from the date of training. | 50%                             |
| Separation after completing two calendar years from the date of training.   | 0%                              |

**Extra Duty Assignments**

F. The following are the only stipends to be paid:

1. **Drug-Free Coordinator**                      **\$1500 (beginning w/ the 2011-2012 school year)**  
The Drug Free Club Coordinator works with the 6<sup>th</sup>-8<sup>th</sup> grade students to encourage a drug-free lifestyle. Duties include: holding regular lunch time meetings with students, arranging Red Ribbon Week activities, organizing an annual dance, and working with students to organize other events that promote healthy living.
2. **Athletics Coaching - \$350 for head coach per team (see appendix)**
3. **Academic Coaching - \$350 for head coach per team (see appendix)**
4. **Grading Program Coordinator**    **\$600**  
The Grading Program Coordinator (formerly 6-8 Grade Coordinator) sets up the grading program at the beginning of every school year. The coordinator is also responsible for ensuring that grades get exported and report cards are printed every trimester. S/he is responsible for trouble shooting the grading program throughout the year.
5. **Hourly Tutorial**                              **\$30**  
Member provides direct instruction to District students outside of the contracted work day as approved by site administrator.
6. **Staff Development Trainer**            **\$50 (hourly rate)**  
A Staff Development Trainer is hired by the district to address specific training needs. A trainer is responsible for preparing and presenting information to district staff. For every hour of staff instruction given, the presenter is paid for that hour which includes preparation time.
7. **Special Day Class Transition Specialist**                      **\$5,000 (annual stipend)**  
The Special Day Class Transition Specialist modifies the special class curriculum to emphasize basic skills and competencies necessary for vocational development and daily living skills for individuals or small groups of students generally between the ages of 18 and 22. Duties include the implementation of assessment in the areas of vocational interests and aptitudes. The SDC Transition Specialist will also be responsible for responding to referrals for formal vocational assessments of special class students, and for support to school personnel in recommending placement of students in vocational education programs.
8. **Preparation Period Buy Back**                      **\$5,000 (annual stipend)**  
Teacher provides services or instruction during his/her preparation period with BUSD principal or Consortium Director approval.
9. **Overnight stipend**                              **\$100 per night (for supervision after 8:00PM assigned by administration)**
10. **Student Council/ASB coordinator**                      **\$1,500**
11. **Athletic Director**                              **\$1,500**
12. **Teacher-in-charge – one per school site**    **\$1,500 (one per school site)**
13. **Curriculum development and planning**    **\$35 (hourly rate)**
14. **Department Chair**                              **\$5,000 (TK-8) \$10,000 (High School)**

15. **Instructional Technology Lead Teacher - \$5,000 (annual stipend, one for OV/JMS, one for SYVSEC**

**Mileage**

- G. Compensation for mileage when authorized will be at the then current IRS rate.

**ARTICLE IV  
HOURS**

**A. Workday**

Employees' on-site workday shall equal seven (7) hours and forty (40) minutes, inclusive of lunch. Employees shall be on-site at their location at least thirty (30) minutes before the time prescribed for the opening of school. The on-site workday includes but is not limited to: at least a thirty minute duty free lunch period (usually a 45 minute lunch except on rainy days), recess, breaks between periods (if applicable), preparation periods (if designated by the District), student schedule. A faculty member may request that the Principal modify his/her schedule. Such permission to change a faculty member's schedule will be granted at the discretion of the Principal or his/her designee.

It is understood that the varying nature of an employee's professional responsibilities may require varied obligations within the on-site workday. These responsibilities will be planning, preparation, review, evaluation of student work, communication and conferences with parents, with students and with District personnel and student study meetings. The number of meetings employees are required to attend will increase from ten (10) to thirteen (13). Notice of each meeting will be made at least five (5) days in advance of the meeting. A preliminary agenda for each meeting will be issued at least 24 hours prior to the meeting. Attendance at one back-to-school night, attendance at one open house and a third evening obligation as scheduled by the district is required unless otherwise excused by the district.

**B. Early Release Days**

There will be one early release day per week with a student dismissal time of 1:30 P.M. Elementary staffs, grade levels, and/or curriculum committees will meet on Mondays with a specific agenda developed collaboratively with staff and principal input.

The purpose of early release days shall be to:

Enhance the effectiveness of the Instructional Program by:

- Engaging in dialogue related to curriculum and instruction standards
- Articulating and implementing grade level pacing plans
- Using the results of assessment to guide instruction
- Determining student progress toward trimester benchmarks

Provide staff the opportunity to collaborate in:

- Forming scaffolded groups
- Establishing behavioral interventions
- Planning strategies to meet students' diverse needs

Provide activities, which focus upon:

- Sharing knowledge of subject matter content & best teaching strategies
- Selecting instructional strategies appropriate to the subject matter
- Applying materials, resources and technologies to make subject matter

accessible to students

Communicate with students and their families:

- Focusing on student progress toward meeting or exceeding the grade level standards
- Developing and revising instructional support plans

Collaboration time on Mondays will not be used for:

- Replacement of regular staff meetings
- Scheduling of other District or Association meetings
- Providing individual teacher classroom preparation time

#### **Staff and District Meetings**

- C. A general staff meeting at each school site will be held no more than one time per month. The site principals at Oak Valley Elementary School and Jonata Middle School may schedule up to two additional meetings per month on days other than the early release days for committee work, staff sharing, or another activities related to curriculum and instructional professional development. District meetings will be held no more than one time per trimester.

#### **Preparation Time**

- D. Every certificated employee will be granted preparatory time equivalent to at least 35 minutes per day, excluding minimum days.

#### **Staff Development Days**

- E. The certificated employee work year will be 183 days with 180 instructional days and three professional development days, except for speech teachers, psychologists, and intensive mental health specialist who will work 200 days.

#### **Kindergarten Work Days**

- F. Beginning in the 2016-17 school year, the Kindergarten instructional day will increase by 30 minutes (from 1:30 pm to 2:00 pm for 2016-17), except for the scheduled early release days. The added instructional minutes do not include recesses. Kindergarten teachers will no longer be responsible for providing supplemental instruction to students in grades one through three.

The transitional kindergarten class will continue to provide 240 instructional minutes pending the approval of a waiver to the CDE. The transitional kindergarten teachers will not be responsible for providing supplemental instruction to students in grades one through three, but may support the other kindergarten programs by providing supplemental instruction, assessments, or by any other means agreed upon by the TK teacher, kindergarten teachers and site administrator.

#### **Special Education**

- G. Special Education teachers will work 183 days on local district calendar. Special Education teachers will work the same days as the local district including prep periods and tutorial periods where present.

**ARTICLE V  
HEALTH AND WELFARE BENEFITS**

**District Contributions**

A. The District agrees to provide a benefit package, which includes the following components:

1. **Medical Insurance**: one of the following four plans:

a. Blue Cross Prudent Buyer (PBC-100A), with behavioral health carve-out for each eligible employee and eligible dependent(s).

- 1) 100%, no deductible, \$10 co-pay
- 2) Prescription Drug carve out: SISC – PCS - \$5/\$10 co-pay plan.

b. Blue Cross Prudent Buyer (PBC-90C), with behavioral health carve-out for each eligible employee and eligible dependent(s).

- 1) 90%, \$200/500 deductible, \$10 co-pay
- 2) Prescription Drug carve-out: SISC – PCS - \$3/\$15 co-pay plan.

c. Blue Cross Prudent Buyer (PBC-80G), with behavioral health carve-out for each eligible employee and eligible dependent(s).

- 1) 80%, \$500/1,000 deductible, \$30 co-pay
- 2) Prescription Drug carve-out: SISC – PCS - \$7/\$25 co-pay plan.

d. Blue Cross Prudent Buyer (PBC-80-L), with behavioral health carve-out for each eligible employee and eligible dependent(s).

- 1) 80%, \$2,000/4,000 deductible, \$30 co-pay
- 2) Prescription Drug carve-out: SISC – PCS - \$200 deductible with \$10/35 co-pay plan.

2. **Dental Insurance**: SISC Delta Dental Incentive Plan – with orthodontia, for each employee and eligible dependent(s).

3. **Vision Insurance**: SISC VSP (Vision Service Plan), Plan A with a \$20 co-pay for each employee and eligible dependent(s).

4. **Life Insurance**: The Standard Insurance Company – Decreasing Term for each employee.

B. The District's base monthly contribution shall continue not to exceed \$753.60.

1. During open enrollment for the 2013-14 plan year, eligible represented employees shall be allowed to "opt out" of the health and welfare program and, in so doing, be exempt from paying any premium contributions. With the closing of open enrollment and implemented with the new plan year, the aggregate amount of the District contributions toward premiums (the annual cap of \$7,536) that would have been made for the opt outs shall be prorated to a per employee (using the number of employees actually enrolled in the program) amount and used to increase the District's per employee benefit contribution cap for the 2013-14 plan year, reducing the individual

employee out of pocket contribution toward premium for those actually participating in the program for the 2013-14 plan year. All unused prorated funds shall be set aside and applied to premium contributions in the following year.

Effective July 1, 2014, the District's base monthly contribution shall not exceed \$803.60.

1. During open enrollment for the 2014-15 plan year, eligible represented employees shall be allowed to "opt out" of the health and welfare program and, in so doing, be exempt from paying any premium contributions. With the closing of open enrollment and implemented with the new plan year, the aggregate amount of the District contributions toward premiums (the annual cap of \$8,036) that would have been made for the opt outs shall be prorated to a per employee (using the number of employees actually enrolled in the program) amount and used to increase the District's per employee benefit contribution cap for the 2014-15 plan year, reducing the individual employee out of pocket contribution toward premium for those actually participating in the program for the 2014-15 plan year. All unused prorated funds shall be set aside and applied to premium contributions in the following year.

#### **Part-time Employment**

- C. For an employee whose assigned workday or work year is less than the normal workday or work year, the District's contribution for the health and welfare benefits set forth in paragraphs A.1 through A.4 of this Article shall be prorated based on the ration of assigned student contact hours or assigned days to the number of student contact hours in a regular workday or number of days in a regular work year. An employee must be assigned to work 50% of a regular workday to be eligible for Health and Welfare Benefits.

#### **In-Lieu Contributions**

- D. No in-lieu payments or contributions to programs other than those which the District provides above shall be made by the District for any employees who elect not to subscribe to the benefits provided by this Article.
- E. An IRC 125 plan will be implemented through SISC as soon as practicable during the 2006/07 school year at no cost to the District or its employees.
- F. The parties will form an insurance committee to explore health care plan options, including plan design, administration, cost and benefits. The intent of the parties is to conduct a review and make recommendations regarding insurance coverage prior to the beginning of the 2007/08 school year.

#### **In-Lieu Savings**

- G. Savings in District contributions for premiums that fall below the District cap will be shared equally by the employee and the District.

### **ARTICLE VI LEAVES OF ABSENCE**

#### **Immediate Family Defined**

- A. For the purposes of this Article, immediate family shall be defined as: mother, father, step-parent, guardian, grandmother, grandfather or grandchild of the employee or spouse of the employee, and

the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, stepson, stepdaughter, sister, sister-in-law, stepbrother, or stepsister of the employee, or any relative of the employee living in the immediate household of the employee (pursuant to California Education Code 44985).

### Sick Leave

- B. A full-time employee shall be entitled to 10 days of sick leave for each year of employment.
1. An employee may use accumulated sick leave at any time during the school year for accident, illness, or quarantine. Unused sick leave shall accrue from school year to school year.
  2. Sick leave shall be charged on the basis of the time out of the workday in increments of one-half day, except as noted in #4 below.
    - a. Employees must contact the District as soon as the need to be absent is known.
    - b. When the employee informs the District that the absence will be greater than one day, the employee should attempt to notify the District of an intention to return to work before the employee's substitute is dismissed.
  3. Sick leave may also be taken for necessary medical examinations or treatments that cannot be scheduled outside of regular work hours.
  4. Effective June 30, 2018, sick leave may also be taken for necessary medical examinations or treatments that cannot be scheduled outside of regular work hours and charged on an hourly basis under the following conditions:
    - a. Bargaining unit members may also be absent outside the scope of their responsibility for student supervision (typically during preparatory periods), with Buellton Union School District site administrator or SYVSEC Director prior approval.
    - b. This approval shall require 72-hour advance notice and will be charged against sick leave credit on an hourly basis.
    - c. These requests shall avoid non-supervision responsibilities on pre-service, in-service, and early release days due to the importance of staff collaboration and professional development.
  5. The District may require a verification of illness following any utilization of sick leave after the fifth consecutive day.
  6. Female employees shall be entitled to utilize sick leave for the period of time required to be absent due to pregnancy or childbirth.
    - a. The period of leave, including the date upon which the leave shall begin, shall be determined by the employee and her doctor based solely on the employee's physical ability to render service to the District.
    - b. A statement from the employee's doctor as to the beginning date of the leave shall be filed with the Superintendent.

- c. The date of the employee's return to service shall be based upon her doctor's analysis and written verification of the bargaining unit member's physical ability to render service to the District.
7. At any time, if the District has just cause to believe that an employee has abused the utilization of any days of sick leave, the District may, upon written notice, following a verbal warning, require the employee to provide an acceptable written verification from a physician or practitioner.
  8. During each school year, when an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of up to five (5) months, whether or not the absence arises out of or in the course of the employee's employment, the amount deducted from the salary due the employee for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the employee's position during the employee's absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The District will make every reasonable effort to secure the services of a substitute employee.

For purposes of this provision:

- a. The sick leave, including accumulated sick leave and the five (5) month period shall run consecutively.
- b. An employee shall not be provided more than one (1) five (5)-month period per illness or accident. However, if a school year terminates before the five (5)-month period is exhausted, the employee may take the balance of the five (5)-month period in the subsequent school year.

**Personal Necessity Leave**

- C. An employee may request to utilize up to seven days of the days of sick leave allowed pursuant to this Article in cases of personal necessity.
  1. Personal necessity leave shall be granted for the following reasons:
    - a. Death or serious illness of a member of the immediate family.
    - b. Accident involving the person or property of a member of the immediate family.
  2. Further, personal necessity leave may be granted for that portion of a workday to cover emergency occasions that may be unavoidable, or of a serious nature involving circumstances which the employee cannot be expected to disregard, and which may not be conducted at a time other than during regular work hours.
    - a. An employee may request up to two days for personal business without setting forth the nature of the specific reason(s) involved. However, these two days may not be used to extend a district holiday, to include the beginning and end of the school year.
  3. The employee shall make a written request for leave at least three days in advance of the day on which the leave is intended to be taken, unless the necessity involved is of such a character as to make it impossible to make such request three days in advance, in which case the request shall be made as much in advance as possible.

- a. Advance approval shall not be required for the matters set forth in paragraphs B.1.a-b of this Article.
  - b. The request for such leave shall be on the form specified by the District, dated and signed by the employee, and shall set forth the nature of the personal necessity involved (excluding requests pursuant to paragraph B.2.a of this Article).
  - c. The Superintendent/Principal shall grant or deny a personal necessity leave request based upon the application. Personal necessity leave requests as provided in paragraphs B.1.a-b and B.2.a of this Article shall be granted.
4. Time off shall be charged to the employee on the same basis as sick leave.

**Bereavement Leave**

- D. An employee shall be entitled to three days of paid leave of absence, or five days if travel out of state is required, due to the death of any member of the employee's immediate family.
- 1. This leave shall not be deducted from sick leave.

**Jury Duty Leave**

- E. The District shall grant leave of absence with pay for required jury duty.
- 1. Any fees paid for jury duty (excluding mileage and/or expenses reimbursed by the court) shall be signed over to the District.
  - 2. An employee who is called for jury duty shall notify the principal immediately upon receipt of the jury summons.
  - 3. Documentation of jury service may be required of the employee upon return to work.

**Industrial Accident and Illness Leave**

- F. An employee shall be entitled to industrial accident or illness leave for any job-related accident or illness in the amount of up to 60 days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.
- 1. Such benefits shall be in addition to other sick leave benefits provided by the District.
  - 2. When entitlement to this leave has been exhausted, other sick leave shall be utilized.
  - 3. Employees will report all job-related injuries and illnesses to the District within 24 hours of the occurrence regardless of whether or not medical attention is required or whether or not time is lost from work. In the event that the employee's injury or illness prevents the filing of the report within the time limit, the report shall be filed as soon as possible.
  - 4. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

**General Leave**

- G. After two years of continuous service, an employee with probationary or permanent status may apply for a leave of absence on an unpaid basis. Except under extenuating circumstances, the employee shall apply for such leaves of absence in writing prior to May 1<sup>st</sup> of the preceding leave or November 15 preceding a second semester leave. The District may, at its discretion, grant an unpaid leave to an employee.
1. Leaves shall be granted by the Board for a period not to exceed 12 calendar months. At the conclusion of the initial leave, a leave may be extended, upon request, for an additional period not to exceed 12 calendar months. An employee must have two years of continuous service between each leave request.
  2. An employee who is granted a leave of absence shall notify the District by March 1 of his/her intent to return to work for the next school year.
  3. If the leave is granted for a period of less than five days, there will be no payroll deduction for health and welfare benefit payments.
  4. Each request for general leave of absence will be considered on the individual merits of each request and not on prior approvals or past practice. The following list is illustrative of the purpose of unpaid leave of absence requests:
    - i. To study full time at an accredited college or university in a program that will specifically enhance the employee's teaching effectiveness.
    - ii. To serve in public office or active military service.
    - iii. For reasons of ill health of the employee or a member of the employee's immediate family.
    - iv. Following the conclusion of a maternity leave and in coordination with FMLA, or upon adoption of a newborn infant, a non-paid leave of absence may be granted for the remainder of the school year in which the leave becomes effective. If the birth of the child, or adoption, occurs after January 1, the leave may be extended for one additional school year upon written request of the employee and approval of the Board.
  5. Employees may not request an unpaid leave for the purposes of taking another position in the K-12 educational system unless the position is at the university level or provides an experience that will provide professional growth for the employee in his/her capacity as an employee of the District.
  6. Employees on Board approved leave of absence shall be entitled to continued coverage under the regular employee health and welfare plan provided the benefit policies in effect permit such continued coverage and provided that the employee pay the premiums according to reasonable procedures established by the District.
  7. An employee who has been denied a leave shall have the specific reasons in writing upon request.

**Provisions for Salary and Fringe Benefits**

- H. An employee on a paid leave of absence shall receive his or her regular salary for the duration of the leave of absence. In addition, the employee shall maintain his or her eligibility for the health

and welfare benefit contributions set forth in paragraphs A.1 through A.4 or paragraph D of Article V of this Agreement, whichever applies.

1. An employee who has been granted an unpaid leave of absence may, as long as the practice is allowed by the insurance provider(s), maintain eligibility for health and welfare benefits by paying to the District, on a schedule established by the District, the amount of money equal to the required District contribution for the fringe benefits for the period of the leave.

**Verification of Ability to Return to Work**

- I. An employee absent under the provisions of paragraphs relating to sick leave, extended illness, or industrial accident leave for 10 or more consecutive days shall be required to provide a physician's verification of ability to return to work and render service to the District prior to returning to work.

**Return to Position**

- J. When an employee returns from an unpaid leave of absence there is a promise of a position within the District at the same FTE as the employee held before prior to the leave. There is no guarantee that the employee will be reinstated at the same position vacated.

**Immediate Family Defined**

- K. For the purposes of this Article, immediate family shall be defined as: mother, father, step-parent, guardian, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, stepson, stepdaughter, sister, sister-in-law, stepbrother, or stepsister of the employee, or any relative of the employee living in the immediate household of the employee

**General Policies Governing Leaves**

- L. No employee may utilize or receive any leave of absence when the employee engages in any concerted activity as defined in Article I, paragraph C, of this Agreement.
  1. An employee who is absent at any time during which other employees, by their absence from work, are engaging in or have engaged in any concerted activity, shall not receive pay for the period of absence except upon furnishing verification acceptable to the District that the employee's absence was for a cause allowed by the terms of this Agreement.
- M. Except with written approval of the District, no employee shall be gainfully employed by any other employer while on paid leave of absence status from employment with the District.
  1. Violation of this provision shall be grounds for withholding leave benefits and may subject the employee to disciplinary action pursuant to California Government Code Section 44944.
- N. This Article shall be considered to be the policy of the Board of Trustees, and these provisions constitute Board policy on leaves of any duration for any accident, illness, or any other reason. No employee may utilize or be granted any leave of absence except for the exact causes and pursuant to the specific procedures set forth in this Article.

**Family and Medical Leave**

O. Pursuant to state and federal law, the District will provide family and medical care leave for eligible unit members. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code Section 12945.2). Unless otherwise provided, "Leave" under this section shall mean leave pursuant to the FMLA and CFRA.

1. During any period an employee takes unpaid family care and medical leave, the District shall maintain and pay for coverage for health benefits pursuant to the conditions of Article V of this Agreement to the extent required by the FMLA and CFRA.
2. Eligible members are entitled to a total of twelve (12) workweeks of leave during any twelve (12)-month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

The twelve (12)-month period for calculating leave entitlement will be a rolling period measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever a member requests leave, the District will look back over the previous twelve (12)-month period to determine how much leave has been used in determining how much leave a member is entitled to.

3. The Right to Family Care and Medical Leave shall be in addition to any other leave to which employees are entitled under this Agreement. If a member uses the leave under this section for any reason permitted under the law, he/she must exhaust all other accrued leaves (including sick leave to the extent set forth below) in connection with the leave.

If an employee requests leave for his/her own serious health condition, or the serious health condition of his/her spouse, parent, child or domestic partner, the employee must exhaust available sick leave concurrently with the utilization of Family Care and Medical Leave.

4. Upon the termination of the leave, an employee shall have a right to reinstatement in the same position he/she occupied prior to the leave provided the employee is absent no longer than twelve (12) weeks.

#### **Catastrophic Leave Program**

1. Participation in the program shall be voluntary.
2. On a case-by-case basis an employee of the District may donate up to five (5) days of accumulated sick leave under the circumstances stated in the following paragraphs to another employee of the District who has suffered a long-term, non-industrial catastrophic illness or injury and who has completely exhausted all available paid leaves, including regular and extended sick leave.
3. To qualify for Catastrophic Leave, the employee of the District must have suffered an illness or injury that is expected to incapacitate the employee of the District for an extended period of time, or that incapacitates a member of the employee of the District's family, that requires the employee of the District to take time off from work for an extended period of time, and taking extended time off work creates a financial hardship for the employee of the District because the employee of the District has exhausted all applicable leaves and other time off including but not limited to sick leave, statutory leave, vacation and comp time.

4. The donating employee of the District must, after the donation, retain a minimum of one year's worth of accrued, unused sick leave from prior accumulations.
5. The donating employee of the District shall execute and file with the Personnel Office a form authorizing and irrevocably assigning the donated leave hours to the recipient employee of the District.
6. The recipient employee of the District shall be paid at his/her regular rate of pay and shall use any leave credits that the employee of the District continues to accrue on a monthly basis prior to receiving contributed Catastrophic Leave.
7. Employees of the District who qualify and desire this benefit shall submit to the Personnel Office, on a District form a request for donated sick leave days, which shall include a verification of the catastrophic illness or injury by means of a letter dated and signed by the treating medical practitioner, indicating the incapacitating nature and probable duration of the illness/injury. Upon receipt of the request and verification in the Personnel Office, the Association shall be allowed to circulate a request for sick leave donations to be submitted to the Personnel Office.
8. The recipient employee of the District shall utilize donated sick leave in the order donations are received, exhausting all days donated by another employee of the District first, up to a maximum not to exceed the number of days the employee of the District is regularly scheduled to work during forty (40) consecutive, work days. Catastrophic Leave shall be taken in hour increments. For purposes of Education Code Section 44043.5, "one day" equals eight (8) hours.
9. Donated sick leave not utilized by the recipient employee of the District prior to return to service shall be returned to the donor employee of the District.
10. For purposes of this article and this article alone, "employee of the District" shall mean any employee of the District and is not limited to members of the bargaining unit alone.

## ARTICLE VII PERSONNEL FILES

### Personnel File - General

- A. Materials in personnel files which may serve as a basis for affecting an employee's employment status shall be available for inspection by the employee or by a representative designated in writing by the employee.
  1. Ratings, reports, or records which were obtained prior to the employment of the employee or as otherwise excluded by law shall be excluded from review by the employee or the employee's representative.
  2. An employee shall be allowed to inspect the materials in the employee's personnel file upon request, provided that the request is made and the review takes place during District business hours, but at a time when such person is not actually required to render service to the employing District.
  3. There shall be a log attached to each personnel file indicating names of persons, excluding Personnel Division employees, who have inspected an employee's personnel file and date of such inspection.

### **Derogatory Information**

- B. Information of a derogatory nature (except (1) information contained in an employee's evaluation, (2) a written complaint under paragraph C of this Article, and (3) information excluded from review by the employee pursuant to paragraph A.1 of this Article) shall not be entered or filed in the employee's personnel file unless and until an investigation is held to determine the validity of the information. The employee shall be given notice and an opportunity to review the information and to attach any comments to the information.
1. The review by the employee shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
  2. An employee shall have the right to enter and have attached to any derogatory statement, the employee's own comments thereon within 10 days of notification.

### **Complaints Against Employees**

- C. Any written complaint(s) against an employee relative to an employee's instructional performance from a person other than the evaluator shall be brought to the employee's attention within 10 days of receipt and considered by the principal for inclusion in the employee's personnel file.
1. At the request of either party, the principal shall attempt to hold a meeting between the complainant and the employee prior to the placement of the complaint in the employee's file.
    - a. If the complainant refuses to attend the meeting, the complaint will not be placed in the employee's file.
    - b. An employee, on request, is entitled to representation in the meeting.
  2. If management determines that the complaint is substantiated and is valid and is to be included in the employee's file, the employee shall be notified of the pending placement and shall be allowed to file a response within five days of notification.
  3. If the employee disputes the complaint, the employee may initiate a grievance.
  4. Notwithstanding the provisions of paragraph C of this Article, these provisions do not apply to any written communication concerning any investigation done by law enforcement when the District has been requested in writing by law enforcement not to inform the employee of the investigation.
- D. The District shall not take any adverse action against an employee based upon the employee's instructional performance using instruction evaluation materials which are not contained in the employee's personnel file.
- E. The District agrees that it will not utilize or consider derogatory information that is contained in an employee's personnel file in any employment-related context under the terms of this Agreement if the material is dated more than four years prior to the date that the file is reviewed. In addition, if there has not been any reoccurrence of similar behavior/conduct during this four-year period, such derogatory material shall be sealed, to the extent permitted by law.

**ARTICLE VIII  
PERFORMANCE EVALUATION**

Evaluations of certificated staff shall be processed in compliance with the agreed upon procedures, forms, schedules and timelines as contained in this article.

1. At the beginning of each school year, employees shall be provided with the Guidelines for Professional Evaluation.
2. No later than October 1 of each school year, information from the goal setting shall be compiled by each employee new to the District and the Superintendent or designee. The Director of Special Education (or designee in the event of the temporary absence of the Director of Special Education) evaluates Special Education employees.
3. By November 15th, each faculty member shall have a goals conference during which both the faculty member and the supervisor work together to identify areas of strength and areas of growth. Mutual goals and/or one party goals shall be identified and recorded in performance evaluation terms. In addition, methods for achieving goals and methods for evaluating achievement may be discussed and indicated. In instances where returning employees have goals from the previous year's evaluation, a conference is not required unless requested by either the supervisor or the faculty member. In the event that a faculty member does not agree with a goal or goals set by this process, he or she may file a written statement regarding that goal or goals and have it attached to the document reflecting goals.
4. The first formal observation and interim evaluation for probationary faculty shall be completed by December 1 of each year of probation. The second formal observation shall be completed by March 1 of each year of probation. The final evaluation will be completed by May 7 of each year of probation. Each observation will be followed by a post-observation conference within fifteen (15) working days of the observation.
5. Generally, permanent faculty members shall be evaluated once every two years. Permanent faculty who have been with the District for at least ten years, whose last evaluation met standards, may be evaluated every five years. Permanent faculty members shall be formally observed at least once during their evaluation year. These observations shall occur no later than 45 days prior to the last instructional day.
6. The evaluation and assessment of certificated employees shall be based on employee competency as it relates to the California Standards for the Teaching Profession (CSTP 2009).
7. The parties agree that upon passage of any legislation which might impact district revenue and which requires the parties to meet and negotiate, the parties will meet immediately and set a negotiations timeline which will exhaust the process prior to any deadline which might cause a penalty for the District.
8. Peer evaluation and self-evaluation, except where a portfolio self-evaluation is used by mutual agreement of the employee and the evaluator shall not be used in this process except where required by law. If agreement between the evaluator and the employee is not reached, the portfolio self-evaluation will not be used.
9. If an employee is in disagreement with a portion of the evaluation, he/she may submit a written statement, which shall be attached to the evaluation in the personnel file.

10. Data from the employee to facilitate evaluations shall be secured through a number of procedures that may include, but are not limited to, observations, products, judgments, responsibilities carried, teacher-developed tests and anecdotal records. Hearsay of a derogatory nature may not be used in evaluations unless and until a thorough investigation is held to determine the validity of the information. A faculty member who:
  - a. has derogatory hearsay included within his/her evaluation, and
  - b. believes the District has not conducted a fair and thorough investigationhas the right to file a grievance through to binding mediation-arbitration to determine whether or not a fair and thorough investigation was conducted prior to inclusion of such material in his/her evaluation. In the event that the mediator-arbitrator determines that a fair and thorough investigation was not conducted, only the material that was the subject of the grievance must be deleted from the evaluation. The redacted evaluation may then be placed in the personnel file.
11. Written evaluations and the summary assessment report of certificated employees shall include descriptions of unsatisfactory performance, if any, with specific recommendations for means of improvement and suggestions of available sources of assistance. Recommendations may include the requirement that the employees participate in an in-service training program to improve teaching methods and/or instructional competency. An employee will be compensated for attendance at, and participation in, any workshop the employee is required to attend as part of an improvement plan. Such compensation will include per diem reimbursement (or pro-rata per diem where appropriate) for attendance outside or and in addition to regular work hours.
12. The evaluation checklist and final evaluation form, as jointly developed by the District and Association, shall be included as Appendices B to this Agreement.
13. The District retains the responsibilities for evaluation and assessment of performance of each employee. Any grievance shall be limited to a claim that procedural requirements have not been met.
14. If there is more than one evaluator, the employee may request whom the employee would like to have as evaluator.

#### **ARTICLE IX PEER SUPPORT**

- A. The Association and District agree to establish a peer support program to provide teachers with feedback and guidance. When a teacher volunteers to participate or is referred by the principal due to unsatisfactory performance, written performance goals shall be established that are aligned with student learning and teacher evaluation criteria. The District agrees to provide a qualified mentor that is mutually acceptable to the Unit Member and the District. The mentoring teacher shall provide assistance and review through multiple observations of the teacher during periods of classroom instruction. In addition, the teacher shall participate in sufficient professional development activities to assist him/her to improve teaching skills and knowledge. The mentoring teacher shall maintain a written record of the teacher's activities and District will pay the mentoring teacher up to 40 hours at per diem rate to assist in improving the unit member's performance. Peer evaluation shall not be allowed, as per Article VIII, Paragraph 8.

**ARTICLE X  
EXCLUSIVE REPRESENTATIVE'S RIGHTS**

**Use of School Facilities**

- A. The Exclusive Representative may utilize designated meeting rooms at reasonable times.
  - 1. The approval of the Superintendent or designee shall be required for the use of school facilities. Approval shall not be withheld unreasonably.
  - 2. The President of the Exclusive Representative, or other person designated in writing in advance by the organization, shall make all requests for the use of school facilities.

**Communications**

- B. The Exclusive Representative may utilize a designated bulletin board and employee mailboxes, or district e-mail during school hours, for written communications to employees. The Exclusive Representative shall be responsible for the posting of material on the bulletin board as well as for the contents of such materials.
  - 1. All written communications shall be issued in the name of the Exclusive Representative.

**Access to Employees**

- C. Officers, agents, or representatives of the Exclusive Representative shall have access to employees at times which do not interfere with the efficient operation of the school or with employee performance as determined by the immediate supervisor, subject to the approval of the Superintendent or designee.
  - 1. Non-employee agents or representatives of the Exclusive Representative shall check in with the school principal and shall obtain permission prior to contacting any employee. Permission shall not be withheld unreasonably

**ARTICLE XI  
DISTRICT'S RETAINED RIGHTS**

- A. It is agreed and understood that the District retains all of the rights, powers, prerogatives, privileges, and authority that are vested in it by state and federal laws and regulations and by District policies to manage, control, and direct the operations and affairs of the District, including, but without limiting the generality of the foregoing, the rights, powers, prerogatives, privileges, and authority to:
  - 1. Establish and determine the organizational structure and administrative control of the District, its properties, and facilities;
  - 2. Determine the number and kinds of personnel required in order to maintain the efficiency of District operations;
  - 3. Direct the work of its employees;
  - 4. Hire all employees, determine their qualifications and the conditions for their continued employment, and discipline pursuant to California Education Code Section 44944, dismiss, demote, promote, assign, and transfer all such employees;
  - 5. Establish educational policies, goals, and objectives;

6. Ensure the rights and educational opportunities of students;
  7. Establish budget procedures and determine budgetary allocations; and
  8. Determine methods of raising revenue.
- B. The exercise of the foregoing rights, powers, prerogatives, privileges, and authority by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement or applicable law.

## ARTICLE XII GRIEVANCE PROCEDURE

### General Provisions

- A. A "grievance" shall mean an allegation that there has been a violation, misapplication, or misinterpretation of an express provision or provisions of this Agreement.
- B. A "grievant" shall mean an employee who is a member of the bargaining unit, or the Exclusive Representative. The Exclusive Representative may file a grievance on its own behalf or on behalf of any specifically identified employee or employees.
- C. A "day" shall mean a day when the District office is normally open for business.
- D. A grievant may elect to be represented by the Exclusive Representative at all levels of the grievance procedure and must inform the District prior to the meeting at which the representative first appears.
1. A grievant may elect not to be represented by the Exclusive Representative and may present a grievance to the District and have the grievance adjusted or resolved without the intervention of the Exclusive Representative. The adjustment or resolution shall not be inconsistent with the terms of this Agreement.
  2. The District shall not agree to an adjustment or resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed adjustment or resolution and has been given an opportunity to file a response.
  3. If the Exclusive Representative believes that the resolution violates the terms of this Agreement, the Exclusive Representative must file a grievance at Level Two within seven days of acceptance of the proposed resolution by the individual grievant.
- E. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceedings.
1. Once a grievance has been resolved or a final decision rendered, the grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.
  2. At all levels of the grievance procedure, the District shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

- F. Time limits may be extended or shortened by written mutual agreement of the grievant or the grievant's representative and the District.
  - 1. Except where time limits have been extended or shortened pursuant to this paragraph, failure of the grievant or the grievant's representative to adhere to the time limits of Level One, Two or Three of this Article shall constitute waiver of the grievance and the acceptance of the District's action or decision at the appropriate level.
  - 2. If a grievance is filed after May 15 and before the end of the work year, the grievant may request that the time lines not toll during the summer recess. The District agrees to honor the request.
- G. The grievant shall suffer no loss in pay if meetings or appointments are scheduled by mutual agreement with the District.
- H. No reprisal will be taken by the District against any participant in the grievance procedure by virtue of such participation.
  - 1. All written materials pertinent to a grievance, except final decisions, shall be filed separately from the personnel file of the grievant or of any participant in the grievance process.
- I. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

**Level One - Principal/Superintendent**

- J. Within 15 days of the alleged violation of the terms of this Agreement, the grievant or the grievant's representative shall file a grievance form with the Principal/Superintendent or designee.
  - 1. The grievance shall contain the following minimum information:
    - a. The grievant's name.
    - b. The date of filing.
    - c. The date of the alleged violation.
    - d. The specific Article(s) or section(s) of the Agreement which are claimed to have been violated.
    - e. A brief description of the alleged violation.
    - f. The specific relief requested.
  - 2. The Principal/Superintendent or designee shall communicate his/her decision within ten (10) days after receiving the grievance. Either party may request a personal conference within the above time limits. If a conference is held, the decision shall be tendered within 10 days following the conference. If the Principal/Superintendent or designee does not respond within the time limits, the grievant may appeal to the next level.

**Level Two - Conciliation**

- K. In the event the grievance is denied or the grievant is not satisfied with the decision at Level One, either party may request that the grievance proceed to conciliation. Such request shall be made within ten days of the Principal/Superintendent or designee's decision (or ten days of the date the decision should have been delivered if no decision has been issued).
  - 1. Where the grievance proceeds by conciliation, the conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.

- a. The conciliator shall attempt to find a mutually acceptable resolution to the grievance.
- b. The conciliator shall not issue any public statements of fact or opinion on the issue(s).
- c. Conciliation or settlement positions of either party shall not be introduced at any other grievance level.
- d. The Principal/Superintendent or designee shall transmit to the grievant within 10 days of the conciliation session a written decision, including the reasons for the decision. If the conciliation has produced a mutually acceptable solution, that solution shall be the Superintendent's decision.
- e. If the Principal/Superintendent or designee does not transmit a written decision within the specified time limit, the grievance is denied and the grievant may appeal to level three.

**Level Three - Arbitration**

- L. The District and the Exclusive Representative agree that any grievance denied at Level Two shall be submitted to binding arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) at the request of the Exclusive Representative.
  - 1. The filing shall be made within 10 days of the Level Two denial.
    - a. If any question arises as to the arbitrability of the grievance or if the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, it was filed or processed in an untimely manner, or the dispute has become moot, such question shall be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance.
      - 1) If the District should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.
      - 2) Processing and discussing the merits of an asserted grievance shall not constitute a waiver by the District of a defense that the dispute is not grievable or is not timely filed provided that the defense is raised not later than the written decision at level 2.
  - 2. The parties shall share the per diem and expense costs of the arbitrator and the AAA administration fee. Each party shall bear all other costs of its own case.
  - 3. The parties may utilize the Expedited Arbitration Rules of the AAA by mutual agreement.
  - 4. The arbitration shall be limited solely to the interpretation and application of this Agreement, to the precise issue(s) submitted in the original filing, and any procedural objections made by the respondent. The arbitration shall not determine any other issue(s).
    - a. The arbitrator shall have no power or authority to hear cases challenging the District's promulgation of rules or procedures for the implementation of this

Agreement, the discipline (except as provided by Article XII) or termination of an employee, or the failure to reemploy or reassign any employee to a position for which the employee is compensated over and above regular placement on the salary schedule.

- b. The arbitrator shall submit a written decision, including findings of fact, reasoning, and conclusions on the precise issue(s) submitted. The arbitrator's decision shall be limited as follows:
  - 1) Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such judgment solely to determine whether it violated the express terms of the Agreement. The arbitrator's judgment shall not be substituted for the judgment of the District.
  - 2) The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.
  - 3) The arbitrator shall not issue statements of opinion or conclusions that are not essential to the determination of the issue(s) submitted.
5. The arbitrator's decision may include restitution, financial reimbursement, or other proper remedy, except fines or penalties. The arbitrator shall have no power to grant a financial or remunerative award where no loss of money or wages has been proved, or to grant an award of restitution or reimbursement that is greater than the amount of money lost by the alleged improper application of this Agreement.
6. The arbitrator's decision shall be submitted to the Exclusive Representative and to the District for review and implementation.

### **ARTICLE XIII DISCIPLINE**

- A. No unit member shall be disciplined without just cause and, in appropriate cases, the utilization of progressive discipline. Except in emergencies, or as expressly authorized by law, suspensions without pay shall not be put in effect until the employee has received written notice advising him/her of the proposed action, the reasons(s) therefore, the facts giving rise thereto, the proposed effective date, advising that the employee shall have access to written material that forms the basis for the proposed action, and until the employee shall have had the opportunity to respond to the Principal/Superintendent or Director of Special Education, orally or in writing by a date specified in such notice. If the proposed action or some modified action is then implemented, the employee may then appeal such action directly to binding arbitration under Article XI of this Agreement.
  1. Grounds for suspension shall include the grounds set forth in the Education Code, violation of this Agreement or violation of District policies or procedures.
  2. Letters of reprimand (derogatory or disciplinary letters or notes directed to the personnel file) shall be grievable under Article XI of this Agreement but only through Level 2 (Conciliation) of the grievance procedure. Discipline "short" of a letter of reprimand shall not be grievable.
  3. This Article is negotiated pursuant to Govt. Code Section 3543.2.

**ARTICLE XIV  
EARLY RETIREMENT INCENTIVE**

- A. Agree to establish a joint committee to investigate the possibility of offering an early retirement incentive program. The committee's recommendations shall be sent to the Board for its review.

**ARTICLE XV  
SUMMER SCHOOL**

- A. Agree to establish a subcommittee to develop a Board Policy on such issues as selection, pay, workday, leaves and calendar.

**ARTICLE XVI  
LAYOFFS**

- A. Layoffs shall be implemented in conformance with the requirements of the Education Code and other applicable law.

**ARTICLE XVII  
CONCLUSION**

**Completion of Negotiations**

- A. This Agreement represents complete collective bargaining and full agreement by the parties with respect to the wages, hours, and other terms and conditions of employment which shall prevail during the term of this Agreement.
1. It is understood and agreed that as to all matters not covered by this Agreement there shall be no duty to meet and negotiate further during the term of this Agreement unless the parties agree to negotiate on any subject. Should the Legislature add to the "Scope of Representation" set forth in Section 3543.2 of the Educational Employment Relations Act, either party may, upon notice to the other, propose the issue for negotiations.
    - a. Mandatory improvements in benefits set forth in this Agreement brought about by changes in state or federal laws shall be implemented by the District, and the Association shall be notified.
    - b. Mandatory reductions in benefits set forth in this Agreement brought about by changes in state or federal laws shall be implemented by the District, and the Association shall be notified.
  2. Except by mutual agreement, the parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed this Agreement and even though such subjects or matters were proposed and later withdrawn.
    - a. The District agrees that it will not change any "term and condition of employment" as defined in Section 3543.2 of the Act without first notifying the Association of such intended change.

- b. The Exclusive Representative must make a written demand to bargain the effect of such a change within 10 days of written notice that the change is being made, or the right of the Association to meet and negotiate shall be waived. Following the written demand, the District agrees to meet and negotiate.

#### **Past Practice**

- B. The specific provisions of this Agreement shall prevail over any past practice or procedure. In the absence of a specific provision of this Agreement, practices and procedures that have been at the District's discretion in the past remain within the discretion of the District as set forth in Article XI of this Agreement except as limited by applicable law.
  1. When reference is made to statutes (e.g., Education Code), such reference is informational only and does not subject the provision of such statutes to the grievance processes of this Agreement.

#### **Severability and Savings**

- C. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.
  1. Should a federal or state agency with jurisdiction invalidate any portion of this Agreement, the parties shall, on appropriate notice, meet to negotiate over the affected provision(s).
  2. If the Legislature repeals or modifies sections of the Education Code relative to matters within the scope of representation, the District agrees to negotiate the effect of such modifications prior to implementing the provisions of any change.

#### **Duration/Reopeners**

- D. This agreement shall be retroactive to July 1, 2017, and in full force and effect from the date of ratification by the parties up to and including June 30, 2019.

### **ARTICLE XVIII TRANSFERS AND REASSIGNMENTS**

#### **General Provisions**

- A. A "transfer" is the relocation of an employee from one school to another.
- B. A "reassignment" is any change of assignment from one grade level or subject area to another grade level or subject area in which a unit member remains at the same school.
- C. A "vacancy" is any position that does not have a teacher assigned to it and the District determines that the position will be filled.
- D. Reassignments and transfers, both voluntary and involuntary, shall be made by the administration following the review of each candidate's qualifications including, but not limited to the

candidate's educational background and credentials, teaching experience, District seniority, and the judgment of the principal, director, or superintendent regarding the needs of the schools.

- E. All employees will be provided written notice of their tentative teaching assignments for the following school year no later than five days prior to the last workday of the current school year. The notice will specify the building, grade level, and subject area.

#### **Voluntary Reassignments**

- F. By April 1 of each school year and anytime a vacancy is identified by the principal after that date, the site principal will email to the Association and all current certificated staff assigned to the site where the vacancy exists a list of all site vacancies available. The list will contain the following information:
  - 1. The specific position that is vacant (grade level or subject area)
  - 2. When the position will be available (immediately, the following school year)
  - 3. The closing date, which will be at least six work days following the posting during the school year and at least eleven calendar days during the summer.
  - 4. Credentials and qualifications for each position
- G. No assignment to fill a vacancy will be made until after the posted closing date.
- H. The District will, upon request of an employee, notify the employee by mail of any posted vacancies that arise during the summer recess or period of leave. The employee's request must be in writing and include a mailing address.
- I. An employee currently assigned to the site with the vacancy and who wishes to be considered for a reassignment to a posted vacancy shall submit a written (or email) request to the school Principal of the school where the opening is posted. A written request must be submitted each time a vacancy is posted, although an employee may indicate interest in multiple vacancies if posted at one time.
- J. Following the posted closing date for vacancies, the Principal shall review the submitted requests for reassignment and interview all qualified candidates.
- K. All employees submitting requests for reassignment will be notified if their requests were granted or not granted.
- L. If an employee's request for voluntary reassignment is denied, the employee may request a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting, the employee may request and will receive a written explanation for the denial.

9

#### **Voluntary Transfers**

- M. If a vacancy exists following the reassignment posting process described above, the District will email the Association and all certificated staff in the District a Notice of Opportunity for Transfer that lists all site vacancies available for transfer. The list will contain the following information:
  - 1. The specific position that is vacant (grade level or subject area)

2. The school site where the vacancy exists
  3. When the position will be available (immediately, the following school year)
  4. The closing date, which will be at least six work days following the posting during the school year and at least eleven calendar days during the summer.
  5. Credentials and qualifications for each position
- N. Any qualified District employee who wishes to be considered for a transfer to a posted vacancy shall submit a written request or email to the school Principal of the school where the opening is posted or to the Director of Special Education if applicable. A written request or email must be submitted each time a vacancy is posted, although an employee may indicate interest in multiple vacancies if posted at one time.
- O. The District will, upon request of an employee, notify the employee by mail of any posted vacancies that arise during the summer recess or period of leave. The employee's request must be in writing and include a mailing address.
- P. Following the posted closing date for vacancies, the Principal or Director of Special Education shall review the submitted requests for transfer and interview all candidates who meet the qualifications of the position.
- Q. All employees submitting requests for transfer will be notified if their requests were granted or not granted.
- R. If an employee's request for voluntary transfer is denied, the employee may request a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting, the employee may request and will receive a written explanation for the denial.
- S. If a teacher requests that his/her request for transfer be kept confidential, the principal at his/her school will not be notified by the District of the request.

**Involuntary Reassignment and Transfer**

- T. Involuntary reassignments and transfers will be based on the educational needs of the District and shall not be arbitrary, capricious or punitive.
- U. If an employee objects to a reassignment or transfer, he/she may request a meeting with the appropriate administrator and the Superintendent.
- V. An employee who is reassigned or transferred involuntarily one week prior to the first day of instruction will be given two days paid release time for a grade level change and two days paid release time for a classroom or school site relocation. Employees may request a daily rate of pay in lieu of each release day to which they are entitled under this section. The District will provide assistance in moving teacher's materials to the new classroom.

**ARTICLE XIX  
SPECIALIZED PROCEDURES**

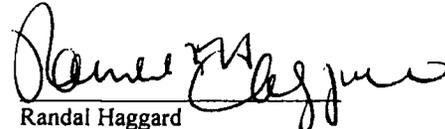
Unit members, other than qualified\* Special Education unit members shall not be required to perform any routine medical procedures on a student. (\*Qualified shall mean that prior training or acquired training is part of the employee's job description when the employee was hired by the District.

**RECOMMENDED**

**FOR THE EXCLUSIVE REPRESENTATIVE:**

  
Debbie Goldsmith  
President of BEA

**FOR THE DISTRICT:**

  
Randal Haggard  
Superintendent

Appendix A.1

**BUELLTON UNION SCHOOL DISTRICT  
2017-2018  
CERTIFICATED SALARY SCHEDULE**

| <i>STEP</i> | <i>COLUMN 1</i> | <i>COLUMN 2</i> | <i>COLUMN 3</i> | <i>COLUMN 4</i> | <i>COLUMN 5</i> |
|-------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 1           | 40,781          | 43,395          | 46,267          | 49,330          | 52,596          |
| 2           | 42,530          | 45,348          | 48,350          | 51,550          | 54,963          |
| 3           | 44,444          | 47,388          | 50,525          | 53,870          | 57,436          |
| 4           | 46,444          | 49,521          | 52,799          | 56,294          | 60,021          |
| 5           | 48,534          | 51,749          | 55,175          | 58,827          | 62,722          |
| 6           | 50,718          | 54,078          | 57,658          | 61,475          | 65,544          |
| 7           | 53,000          | 56,511          | 60,252          | 64,241          | 68,494          |
| 8           | 55,385          | 59,054          | 62,964          | 67,132          | 71,576          |
| 9           | 55,995          | 61,712          | 65,797          | 70,153          | 74,797          |
| 10          | 56,611          | 62,699          | 68,758          | 73,310          | 78,163          |
| 11          | 57,296          | 63,640          | 70,683          | 75,223          | 80,070          |
| 12          | 57,754          | 64,149          | 71,171          | 75,712          | 80,590          |
| 13          | 58,216          | 64,662          | 71,662          | 76,204          | 81,114          |
| 14          | 58,682          | 65,179          | 72,156          | 76,699          | 81,641          |
| 15          | 59,210          | 65,635          | 72,611          | 77,160          | 82,017          |
| 16          | 59,684          | 66,128          | 73,112          | 77,661          | 82,493          |
| 17          | 60,161          | 66,624          | 73,616          | 78,166          | 82,971          |
| 18          | 60,642          | 67,123          | 74,124          | 78,674          | 83,452          |
| 19          | 61,115          | 67,580          | 74,532          | 79,107          | 83,928          |
| 20          | 61,604          | 68,053          | 75,009          | 79,581          | 84,415          |
| 21          | 62,097          | 68,529          | 75,489          | 80,059          | 84,904          |
| 22          | 62,594          | 69,009          | 75,972          | 80,539          | 85,397          |
| 23          | 63,026          | 69,492          | 76,459          | 81,022          | 85,850          |
| 24          | 63,656          | 70,048          | 77,101          | 81,630          | 86,485          |
| 25          | 64,293          | 70,713          | 77,748          | 82,242          | 87,125          |
| 26          | 64,934          | 71,329          | 78,370          | 82,859          | 87,770          |
| 27          | 65,558          | 71,978          | 78,997          | 83,481          | 88,444          |
| 28          | 66,187          | 72,618          | 79,629          | 84,107          | 89,055          |
| 29          | 66,842          | 73,272          | 80,266          | 84,864          | 89,669          |

**CLASSIFICATION:**

- COLUMN 1 BA and valid credential
- COLUMN 2 BA and valid credential and 15 Semester Units
- COLUMN 3 BA and valid credential and MA
- COLUMN 4 BA and valid credential and MA and 15 additional units\*
- COLUMN 5 BA and valid credential and MA and 30 additional units\*\*

\*\*additional units must be taken after MA is obtained

*\* Certificated teachers may take up to 15.0 board of trustee approved semester units that are not part of a masters program, taken prior to the entry of a masters program, and apply those units to the salary schedule one year after the employee is placed on the masters column.*

Board Approved: February 14, 2018

**Buellton Union School District**  
**Certificated Salary Schedule**  
**School Psychologist/Speech & Language Pathologist/School Nurse**  
**2017-2018**

| <i>School Psychologist/Speech &amp; Language Pathologist/School Nurse</i> |        |        |        |        |        |        |        |        |        |
|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Step  | One    | Two    | Three  | Four   | Five   | Six    | Seven  | Eight  | Nine   |
| Days  | 200    | 200    | 200    | 200    | 200    | 200    | 200    | 200    | 200    |
| Annual  | 76,921 | 78,844 | 80,815 | 82,836 | 84,906 | 87,029 | 89,205 | 91,435 | 93,721 |
| Daily   | 384.61 | 394.22 | 404.08 | 414.18 | 424.53 | 435.15 | 446.02 | 457.17 | 468.60 |

Board Approved: February 14, 2018

Appendix A.2

**BUELLTON UNION SCHOOL DISTRICT  
2018-2019  
CERTIFICATED SALARY SCHEDULE**

| STEP | COLUMN 1 | COLUMN 2 | COLUMN 3 | COLUMN 4 | COLUMN 5 |
|------|----------|----------|----------|----------|----------|
| 1    | 41,189   | 43,829   | 46,730   | 49,824   | 53,122   |
| 2    | 42,956   | 45,801   | 48,833   | 52,066   | 55,513   |
| 3    | 44,889   | 47,862   | 51,031   | 54,409   | 58,011   |
| 4    | 46,909   | 50,016   | 53,327   | 56,858   | 60,621   |
| 5    | 49,020   | 52,267   | 55,727   | 59,416   | 63,349   |
| 6    | 51,226   | 54,619   | 58,235   | 62,090   | 66,200   |
| 7    | 53,531   | 57,077   | 60,855   | 64,884   | 69,179   |
| 8    | 55,940   | 59,645   | 63,594   | 67,804   | 72,292   |
| 9    | 56,555   | 62,329   | 66,455   | 70,855   | 75,545   |
| 10   | 57,177   | 63,327   | 69,446   | 74,043   | 78,945   |
| 11   | 57,869   | 64,276   | 71,390   | 75,976   | 80,871   |
| 12   | 58,332   | 64,791   | 71,883   | 76,470   | 81,397   |
| 13   | 58,799   | 65,309   | 72,379   | 76,967   | 81,926   |
| 14   | 59,269   | 65,831   | 72,878   | 77,467   | 82,458   |
| 15   | 59,802   | 66,292   | 73,338   | 77,932   | 82,838   |
| 16   | 60,281   | 66,789   | 73,844   | 78,438   | 83,318   |
| 17   | 60,763   | 67,290   | 74,353   | 78,948   | 83,801   |
| 18   | 61,249   | 67,795   | 74,866   | 79,461   | 84,288   |
| 19   | 61,727   | 68,256   | 75,278   | 79,898   | 84,768   |
| 20   | 62,221   | 68,734   | 75,760   | 80,378   | 85,260   |
| 21   | 62,718   | 69,215   | 76,245   | 80,860   | 85,754   |
| 22   | 63,220   | 69,699   | 76,733   | 81,345   | 86,251   |
| 23   | 63,656   | 70,187   | 77,224   | 81,833   | 86,709   |
| 24   | 64,293   | 70,749   | 77,872   | 82,447   | 87,350   |
| 25   | 64,936   | 71,421   | 78,526   | 83,065   | 87,997   |
| 26   | 65,584   | 72,042   | 79,155   | 83,688   | 88,648   |
| 27   | 66,214   | 72,698   | 79,788   | 84,316   | 89,330   |
| 28   | 66,849   | 73,345   | 80,426   | 84,948   | 89,946   |
| 29   | 67,511   | 74,005   | 81,070   | 85,713   | 90,567   |

**CLASSIFICATION:**

- COLUMN 1 BA and valid credential
- COLUMN 2 BA and valid credential and 15 Semester Units
- COLUMN 3 BA and valid credential and MA
- COLUMN 4 BA and valid credential and MA and 15 additional units\*
- COLUMN 5 BA and valid credential and MA and 30 additional units\*\*

\*\*additional units must be taken after MA is obtained

\* *Certificated teachers may take up to 15.0 board of trustee approved semester units that are not part of a masters program, taken prior to the entry of a masters program, and apply those units to the salary schedule one year after the employee is placed on the masters column.*

Board Approved: February 14, 2018

**Buellton Union School District**  
**Certificated Salary Schedule**  
**School Psychologist/Speech & Language Pathologist/School Nurse**  
**2018-2019**

| <i>School Psychologist/Speech &amp; Language Pathologist/School Nurse</i> |        |        |        |        |        |        |        |        |        |
|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Step  | One    | Two    | Three  | Four   | Five   | Six    | Seven  | Eight  | Nine   |
| Days  | 200    | 200    | 200    | 200    | 200    | 200    | 200    | 200    | 200    |
| Annual  | 77,690 | 79,632 | 81,623 | 83,664 | 85,755 | 87,899 | 90,097 | 92,349 | 94,658 |
| Daily   | 388.45 | 398.16 | 408.12 | 418.32 | 428.78 | 439.50 | 450.48 | 461.75 | 473.29 |

Board Approved: February 14, 2018

## Observation Report

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_ Time \_\_\_\_\_ to \_\_\_\_\_

**Lesson Description:**

**Conference Highlights:**

**Focus Topic(s):**

**Next Steps:**

Appendix B.I

Name of Evaluatee \_\_\_\_\_  
 Grade Level Assignment \_\_\_\_\_  
 Date of Observation \_\_\_\_\_

Evaluator \_\_\_\_\_  
 Subject Observed \_\_\_\_\_

|   | Exceeds | Meets | Needs Improvement | Unsatisfactory | No Opportunity to Observe |
|---|---------|-------|-------------------|----------------|---------------------------|
| <b>Standard 1: Engaging &amp; Supporting All Students in Learning</b>                     |         |       |                   |                |                           |
| Comments:   |         |       |                   |                |                           |
|   | Exceeds | Meets | Needs Improvement | Unsatisfactory | No Opportunity to Observe |
| <b>Standard 2: Creating &amp; Maintaining Effective Environments for Student Learning</b> |         |       |                   |                |                           |
| Comments:   |         |       |                   |                |                           |
|   | Exceeds | Meets | Needs Improvement | Unsatisfactory | No Opportunity to Observe |
| <b>Standard 3: Understanding and Organizing Subject Matter for Student Learning</b>       |         |       |                   |                |                           |
| Comments:   |         |       |                   |                |                           |

|  | Exceeds | Meets | Needs Improvement | Unsatisfactory | No Opportunity to Observe |
|--|---------|-------|-------------------|----------------|---------------------------|
| Standard 4: Planning Instruction & Designing Learning Experiences for all Students |         |       |                   |                |                           |
| Comments:  |         |       |                   |                |                           |
|  | Exceeds | Meets | Needs Improvement | Unsatisfactory | No Opportunity to Observe |
| Standard 5: Assessing Student Learning   |         |       |                   |                |                           |
| Comments:  |         |       |                   |                |                           |
|  | Exceeds | Meets | Needs Improvement | Unsatisfactory | No Opportunity to Observe |
| Standard 6: Developing as a Professional Educator                                  |         |       |                   |                |                           |
| Comments:  |         |       |                   |                |                           |

\_\_\_\_\_/\_\_\_\_\_  
Signature of Evaluator                      Date

\_\_\_\_\_/\_\_\_\_\_  
Signature of Evaluatee                      Date

This document will be placed in your personnel file after ten (10) calendar days, during which you may submit a written response. Evaluatee's signature does not indicate agreement with this evaluation; it only acknowledges receipt of this document.

**Buellton Union School District  
 Certificated Evaluation  
 Special Education Supplement (Page 3)**

|  | Exceeds | Meets | Needs Improvement | Unsatisfactory | No Opportunity to Observe |
|--|---------|-------|-------------------|----------------|---------------------------|
| <b>Maintains and submits reports as required</b>                                   |         |       |                   |                |                           |
| Comments:  |         |       |                   |                |                           |
| <b>Maintains regular contact with appropriate agencies and community resources</b> |         |       |                   |                |                           |
| Comments:  |         |       |                   |                |                           |
| <b>Assists in student placement services</b>                                       |         |       |                   |                |                           |
| Comments:  |         |       |                   |                |                           |
| <b>Provides appropriate training and supervision of instructional assistants</b>   |         |       |                   |                |                           |
| Comments:  |         |       |                   |                |                           |

\_\_\_\_\_  
 Signature of Evaluator

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Evaluatee

\_\_\_\_\_  
 Date

This document will be placed in your personnel file after ten (10) calendar days, during which you may submit a written response. Evaluatee's signature does not indicate agreement with this evaluation; it only acknowledges receipt of this document.

**BUELLTON UNION SCHOOL DISTRICT  
PSYCHOLOGIST EVALUATION**

Name \_\_\_\_\_

Assignment/Location \_\_\_\_\_

Date(s) of Observations \_\_\_\_\_

Date of Evaluation \_\_\_\_\_

| Exceeds | Meets | Needs to improve | Unsatisfactory | Not Applicable |
|---------|-------|------------------|----------------|----------------|
|         |       |                  |                |                |
|         |       |                  |                |                |
|         |       |                  |                |                |
|         |       |                  |                |                |

**I. Responsibilities to other staff members**

- A. Provides relevant information and materials.
- B. Chairs and/or participates in IEP meetings.
- C. Provides Instructional supports
- D. Other \_\_\_\_\_

Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**II. Responsibilities to children**

- A. Assists in determination of students needs
- B. Assists with student placements
- C. Reviews and/or maintains student records
- D. Other \_\_\_\_\_

Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**III. Responsibilities to other agencies**

- A. Maintains effective communication with appropriate districts and community agencies.
- B. Other \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|  |  |  |  |  |

**IV. Other duties**

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

---

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V. Evaluator's Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Overall Performance  
Satisfactory \_\_\_\_\_ Needs to Improve \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

VI. Evaluatee's comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Evaluatee's Signature \*\*                      Evaluator's Signature                      Date

\* Evaluatee's signature does not necessarily constitute agreement with the evaluation; only that she/he has read the document

Memorandum of Understanding  
Between  
The Buellton Union School District  
And  
The Buellton Education Association, CTA/NEA

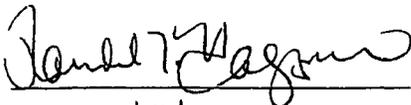
The BUELLTON Union School District ("District") and the BUELLTON Education Association ("Association") enter into this Memorandum of Understanding ("MOU") effective as of the 2018/2019 school year based upon the following recitals:

- A. Upon full implementation of the Local Control Funding Formula ("LCFF"), as a condition of the receipt of an additional adjustment of the kindergarten and grades 1 to 3, inclusive base grant ("additional Grade Span Adjustment (GSA) grant") all school districts shall maintain an average class enrollment for each school site for kindergarten and grades 1 to 3, inclusive, of not more than 24 pupils, unless a "collectively bargained alternative ratio" is agreed to by the school district. (Education Code section 42238.02(d)(D).
- B. Pursuant to Education Code section 42238.03(b)(4), and effective upon full implementation of the LCFF, as a condition of the receipt of the additional GSA grant, school districts with class size averages of more than 24 students will need to make progress towards maintaining an average class enrollment of not more than 24 pupils in kindergarten and grades 1 to 3, inclusive per school site pursuant to the calculations outlined in 42238.02(d)(93)98), each school site in those grades is agreed to by the school district.
- C. The District collectively bargains with the Association which represents the interests of the District's teaching staff.

Therefore, based on the recitals above and recognizing the benefits available to District students and the community as a whole, the Association and the District agree as follows:

- 1. For the 2018/2019 school year the District shall maintain an average of twenty-six (26) pupils at each school site, including inclusion pupils, per regular class unit member in TK, kindergarten and grades 1 to 3, inclusive.
- 2. It is the intent of the parties that this MOU addresses any and all obligations of the parties to have "a collectively bargained alternative ratio" and includes the parties' agreement on these issues as required to preserve the additional GSA grant as currently stated in the LCFF provisions, including Education Code 42238.02.
- 3. This MOU reflects the best efforts of the Parties to meet regulations and guidelines and documents the Parties' commitment to work together to maintain the additional grant for the benefit of District students and the community as a whole.
- 4. This MOU will be in effect for the 2018/2019 school year. Submitted to the parties for ratification:

For the Buellton Union School District



Date: 2/8/2018

For the Buellton Education Association



Date: 2/9/2018

**Buellton Union School District**  
**Athletic Coaching**

Boys Basketball A Team  
Boys Basketball B Team  
Girls Basketball A Team  
Girls Basketball B team  
Girls Volleyball A Team  
Girls Volleyball B Team  
Boys Volleyball A Team  
Boys Volleyball B Team  
Boys Tennis  
Girls Tennis

**Academic Coaching**

Math Superbowl



**SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM**

Serving: Santa Ynez Valley School Districts  
301 Second Street, Buellton, CA 93427  
(805) 688-4222 Ext 2121 (805) 688-8973 (Fax)

**Passing Criteria for the CODESP  
Instructional Assistant (IA) Test**

Rev: 10/11/18

1. Candidate to take CODESP (IA) test if they do not have an Associate's Degree or 30 hours of higher education and is being considered for employment.
2. Candidate allowed at least 3 hours to complete test or additional time will be given if needed by candidate to complete the test.
3. Test scored by SYVSEC Human Resources Manager and/or BUSD Personnel Coordinator.
4. Candidate passed test and is offered employment with at least a score of
  - a. 60% Math
  - b. 65% Reading
  - c. 65% Ability to Assist
5. If candidate scores less than the above percentages in any area, then the test is reviewed by Director of SYVSEC for any needed accommodations and the Director makes the final determination of employment. (Director may recommend a tutorial program or a re-test.)
6. SYVSEC Human Resources Manager and/or BUSD Personnel Coordinator will notify candidate of testing results.

\*Note: Candidates who have previously taken the CODESP or another similar test are not exempt from this testing requirement by the District.

Section 7

## SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM

Serving: Ballard, Buellton, Santa Ynez Valley High School, Solvang, and Vista Del Mar School Districts  
 301 Second Street, Buellton, CA 93427  
 (805) 688-4222 Ext 2121 (805) 688-8973 (Fax)  
 REVISED 1/26/14

### Staff Responsibility Procedures - Initials/Transfers/Triennial

| Document   | Staff Responsibility                           | Procedures  |
|--|--|---|
| 1. Referral for Special Education<br>2. Receipt of Referral for Special Education<br>3. Prior Written Notice – Initial<br>4. Assessment Plan<br>(Secondary Transition must be included for HS) | Psychologist<br>SLP/APE - stand alone services | 1. Write and send to parent, with Parent Rights<br>2. Assign Case Manager with Dept. Head<br>3. Assign achievement test examiner (if applicable)<br>3. Notify Case Manager & examiner of assessment plan "received date"<br>4. Signed originals to Case Manager at IEP meeting for cum file |
| 5. Meeting Notice  | Case Manager                                   | 1. Schedule meeting with IEP team members<br>2. Send to parent for signature<br>3. Attached signed original to IEP  |
| 6. Assessment Report<br>(Complete SLD Page if applicable; Must contact SPED Director if considering Page 2 of SLD form.)   | Psychologist<br>SLP/APE - stand alone services | 1. Results to Case Manager prior to IEP meeting<br>2. Upload signed version to SEIS<br>3. Signed original to Case Manager at IEP meeting for filing in cum file   |
| 7. "Draft" IEP   | Case Manager                                   | 1. Bring "draft" IEP to meeting   |

|  |  |  |
|--|--|--|
| 1. Triennial Reevaluation Determination Form ( <b>Required Form</b> )  | Case Manager                                   | 1. Complete at second annual IEP<br>2. Give Psychologist copy  |
| 2. Prior Written Notice<br>3. Assessment Plan<br>(Secondary Transition must be included for HS)                          | Psychologist<br>SLP/APE - stand alone services | 1. Write and send to parent w/ Parent Rights<br>2. Signed original to Case Manager at IEP meeting for filing in cum file   |
| 4. Meeting Notice  | Case Manager                                   | 1. Schedule meeting with IEP team members<br>2. Send to parent for signature<br>3. Attached signed original to IEP   |
| 5. Assessment Report<br>(Complete SLD Page if applicable; Must contact SPED Director if considering Page 2 of SLD form.) | Psychologist<br>SLP/APE - stand alone services | 1. Results to Case Manager prior to IEP meeting<br>2. Upload signed version to SEIS.<br>3. Signed original to Case Manager at IEP meeting for filing in cum file |
| 6. "Draft" IEP   | Case Manager                                   | 1. Bring "draft" IEP to meeting  |

| Interim IEP  |  |  |
|--|--|--|
| Item   | Responsible  | Process  |
| 1. Interim IEP<br>(one page IEP form - ASAP;<br>does not require parent consent) | Psychologist<br>(if not available then Dept. Head) | <ol style="list-style-type: none"> <li>1. First point of contact</li> <li>2. Write interim with SpEd Director</li> <li>3. Assign Case Manager</li> <li>4. Original to Case Manager for implementation, dissemination and filing in cum file</li> </ol> |
| 2. IEP Meeting within 30 days;<br>Annual/Review                                  | Case Manager                                       | <ol style="list-style-type: none"> <li>1. Schedule meeting with IEP team members</li> <li>2. Write and send meeting notice to parent for signature</li> <li>3. Write IEP</li> </ol>  |

| Current IEP    |              |   |
|----------------|--------------|---|
| Item           | Responsible  | Process   |
| 1. Current IEP | Psychologist | <ol style="list-style-type: none"> <li>1. First point of contact</li> <li>2. Original to Case Manager for implementation, dissemination and filing in cum file</li> </ol> |

# Special Education Timelines in California



Fagen Friedman & Fulfroost LLP

| Service/Obligation  | Timeline   | Exceptions/Notes/Considerations  | Authority                     |
|---|--|--|-------------------------------|
| <b>Initial Assessment and IEP Development</b>                     |  |  |                               |
| Propose an assessment plan for initial assessment.                | 15 calendar days from date of referral.  | <ul style="list-style-type: none"> <li>Tolled for school breaks in excess of 5 schooldays.</li> <li>If referral received 10 days or fewer before end of school year, then due within first 10 days of next school year.</li> <li>Note: Attach procedural safeguards notice to proposed assessment plan.</li> </ul>   | EC 56043(a)<br>EC 56321(a)    |
| IEP team meeting to review initial assessments.                   | 60 calendar days to determine the student's eligibility and areas of need after receipt of parent consent to assessment plan.  | <ul style="list-style-type: none"> <li>Student enrolls in another LEA.</li> <li>Student not made available.</li> <li>Note: Not tolled for school breaks in excess of 5 schooldays.</li> </ul>  | EC 56043(c)<br>EC 56302.1     |
|   | 30 days to develop the IEP after determination that student needs special education.<br><br>Recommended: Complete the student's initial IEP in its entirety within 60 days unless one of the exceptions above applies. | None.<br><br>None.   | EC 56043(f)(2)<br>EC 56344(a) |
| <b>Applicable to All IEPs</b>                                     |  |  |                               |
| Notify parents of the IEP team meeting (send IEP meeting notice). | "Early enough to ensure an opportunity to attend" the IEP meeting.   | None.  | EC 56043(e)<br>EC 56341.5(b)  |
| Notice of procedural safeguards.                                  | <ul style="list-style-type: none"> <li>Inform parents of procedural safeguards "at each" IEP meeting.</li> <li>Give a copy of the notice to parent(s) at least once each school year.</li> </ul>                       | None.  | EC 56500.1<br>34 CFR 300.504  |
| Implement the IEP.  | "As soon as possible" after receipt of parent consent to the IEP.  | None.  | EC 56043(i)<br>EC 56344(b)    |
| Progress reports on IEP goals provided to parent(s).              | Per the IEP.   | None.  | EC 56345(a)(3)                |
| <b>Re-assessments</b>   |  |  |                               |
| Triennial eligibility review.                                     | Every 3 years based on the date of the last triennial review.  | <ul style="list-style-type: none"> <li>May occur more frequently if necessary, but no more than once per year unless the parties agree.</li> <li>Parent and LEA may agree in writing that triennial assessments are not necessary. They may also agree to limit the scope of the review.</li> <li>Recommended: Begin triennial assessment process at least 60 days prior to the triennial review.</li> </ul> | EC 56043(k)<br>EC 56381       |
| Propose assessment plan for re-assessment.                        | 15 calendar days from the date of referral.  | <ul style="list-style-type: none"> <li>Tolled for school breaks in excess of 5 schooldays.</li> <li>If referral received 10 days or fewer before end of school year, then due within first 10 days of next school year.</li> <li>Note: Attach procedural safeguards notice to assessment plan.</li> </ul>  | EC 56043(a)<br>EC 56321(a)    |
| Parent consent to a proposed assessment plan.                     | At least 15 calendar days after receipt of the proposed assessment plan.   | None.  | EC 56043(b)<br>EC 56321(c)(4) |

| Service/Obligation  | Timeline   | Exceptions/Notes/Considerations  | Authority  |
|---|--|--|--|
| <b>Additional IEP Meetings</b>  |  |  |  |
| Annual IEP team review.   | Not longer than 12 months from the date of the last annual IEP.  | None.  | EC 56043(d), (j)<br>EC 56343(d)<br>EC 56380            |
| IEP team meeting to review re-assessment (including triennial assessments).             | 60 calendar days after receipt of parent consent to the assessment plan.   | <ul style="list-style-type: none"> <li>Tolled for school breaks in excess of 5 schooldays.</li> <li>If referral received 30 days or fewer before end of school year, then due within first 30 days of next school year.</li> </ul> | EC 56043(f)(1)<br>EC 56343(a)<br>EC 56344(a)           |
| Parent requested IEP team meeting.  | 30 calendar days after written request from parent for IEP team meeting.   | <ul style="list-style-type: none"> <li>Tolled for school breaks in excess of 5 schooldays.</li> <li>If parent makes an oral request for IEP team meeting, school district must direct parent to make a written request.</li> </ul> | EC 56043(l)<br>EC 56343.5                              |
| IEP meeting to review student's lack of anticipated progress.                           | No statutory timeline.   | <i>Consider:</i> Convene the IEP team within 30 days after determining that the student is demonstrating a lack of anticipated progress.   | EC 56343(b)  |
| <b>Transition Planning Requirements</b>   |  |  |  |
| Individual transition plan (ITP) in IEP.  | Must be in IEP when student turns 16.  | Must be reviewed annually.   | EC 56043(g)(1), (h)<br>EC 56341.5(e)<br>EC 56345(a)(8) |
| Student informed of transfer of rights at age 18.                                       | Must be in IEP when student turns 17.  | <i>Consider:</i> Provide additional notice upon the student turning 18.  | EC 56041.5<br>EC 56043(g)(3)<br>EC 56345(g)            |
| Notice to parent(s) of student's graduation from high school with diploma.              | "Reasonable prior written notice" must be provided.  | None.  | EC 56500.5   |
| <b>Independent Educational Evaluations (IEE)</b>  |  |  |  |
| Respond to a request for IEE.   | No specific statutory timeline, but must respond without unnecessary delay.  | Recommended: 10-15 calendar days after request for an IEE from parent(s).  | 34 CFR 300.502(b)                                      |
| <b>Discipline</b>   |  |  |  |
| Provide parent(s) with notice of change of placement and copy of procedural safeguards. | Day decision is made to remove student for disciplinary purposes for >10 schooldays.   | Refer to 34 C.F.R. section 300.530.  | 34 CFR 300.530(h)                                      |
| Conduct a manifestation determination review.   | Within 10 schooldays after the decision is made to remove student for disciplinary purposes for >10 schooldays.  | Refer to 34 C.F.R. section 300.530.<br><i>Recommended: Refer to F3's Special Education Removals for Disciplinary Purposes piece</i>  | 34 CFR 300.530(e)                                      |
| <b>Student Records/Record Requests</b>  |  |  |  |
| Provide parent(s) with copies of student records.                                       | After an oral or written request from parent(s): <ul style="list-style-type: none"> <li>within 5 business days and</li> <li>"before" any IEP meeting or resolution session.</li> </ul> | None.  | EC 56043(n)<br>EC 56504                                |
| Provide new LEA with special education records.   | 5 business days after request from new LEA for records.  | None.  | EC 56043(o)  |

This information is a summary only and not legal advice.

We recommend that you consult with legal counsel to determine how this may apply to your specific facts and circumstances.

Please call 323.330.6300.

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**SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM**

**Individual Service Plan (ISP) Checklist - revised 10/9/16**

School Year: \_\_\_\_\_

1.  **August** - ISP Case Manager(s) informed on \_\_\_\_\_, that:
  - They must follow all special education timelines for revising ISP annually and completing Triennial Evaluation with report every three (3) years as determined by "Triennial Reevaluation Determination Form".
  - They must schedule ISP meeting(s) with parent/LEA/SpEd teacher/RS providers and general education teacher from the private school.
2.  **October** - SYVSEC Office receives "Approved  ISP Services Menu and  Private School Letter" from SBCSELPA. (see attached)
3.  **October** - Director allocates total of \$ \_\_\_\_\_ (per eligible private school student) to SYVSEC budget code 3311 to expend yearly on ISPs.
4.  **October** - ISP Administrator sends to the private schools listed below the SBCSELPA's ISP Brochure with letter notifying them of which services SYVSEC will be offering to eligible private school SPED students in SYVSEC attendance area.

| School   | City  | Grades to Offer ISP |
|--|---|---------------------|
| <input type="checkbox"/> Dunn School           | Los Olivos  | K-12                |
| <input type="checkbox"/> Family School         | Los Olivos  | K-8                 |
| <input type="checkbox"/> Home Instruction      | <input type="checkbox"/> Ballard, <input type="checkbox"/> Buellton, <input type="checkbox"/> College,<br><input type="checkbox"/> Los Olivos, <input type="checkbox"/> Santa Ynez HS,<br><input type="checkbox"/> Santa Ynez Charter <input type="checkbox"/> Solvang,<br><input type="checkbox"/> Vista | K-22                |
| <input type="checkbox"/> Highlands Academy     | Buellton  | K-22                |
| <input type="checkbox"/> Hidden Wings          | Solvang   | K-22                |
| <input type="checkbox"/> Midland School        | Los Olivos  | K-8                 |
| <input type="checkbox"/> SYV Christian Academy | Santa Ynez  | K-8                 |

5.  **January** - ISP Administrator gives all ISPs to date to SYVSEC Director in order to update ISP allocated funds
7.  **May** - ISP Administrator gives all ISPs to date to SYVSEC Director in order to update ISP allocated funds
8.  **June** - Director balances ISP budget w/ Business Manager(s) \_\_\_\_\_



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(805) 688-4222 Ext 2121 (805) 688-8973 (Fax)

**MEMO**

**TO:** SYVSEC Certificated Staff  
**FROM:** Claudia Echavarria, Director of Special Education  
**RE:** Observations of Special Ed. Programs/Students  
**REV DATE:** 7/27/18  
**Cc:** SYVSEC participating LEA Superintendents and Principals

In the event of a parent, advocate or outside agency requesting to observe a student and/or program, please adhere to the following procedure:

1. All communications concerning these requests shall be directed to the Consortium office.
2. SYVSEC will obtain the proper written permissions/releases for said observation(s).
3. SYVSEC will schedule a mutually convenient date and time at least 2 weeks in advance of the observation date.
4. SYVSEC Administrator will accompany the parent/advocate/agency provider on their visit and answer any questions and/or concerns they may have at that time.
5. Observation(s) shall not exceed 2 hours in duration and will not interrupt the learning environment. In the event the learning environment is disrupted, observation shall be ceased immediately.
6. Parent/advocate/agency provider shall abide by all District rules as provided in their respective board policies.

In the event a parent, advocate or outside agency does not provide prior notice, please follow your site's procedures for unannounced guests and call the Consortium Office immediately.

END OF MEMO



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(805) 688-4222 Ext 2121 (805) 688-8973 (Fax)

**MEMO**

**TO:** SYVUHS SpEd Staff and Site Admin.  
**FROM:** Claudia Echavarria  
**DATE:** August 15, 2013  
**RE:** Refugio High School Procedures

If you are considering or become aware that a special education student is transferring to Refugio High School, please contact SYVSEC immediately. An IEP meeting must be scheduled with required IEP team members to include Director of Special Education, Refugio School Counselor and School Psychologist.

If a Refugio placement is requested by Parent/Student during an IEP meeting that SYVSEC Director is not present for, meeting must be reconvened to a later date so that Director of Special Education and Refugio School Counselor may attend.

Case Managers are not to offer this placement under any circumstances to a Parent/Student without first discussing this issue with SYVSEC Director.

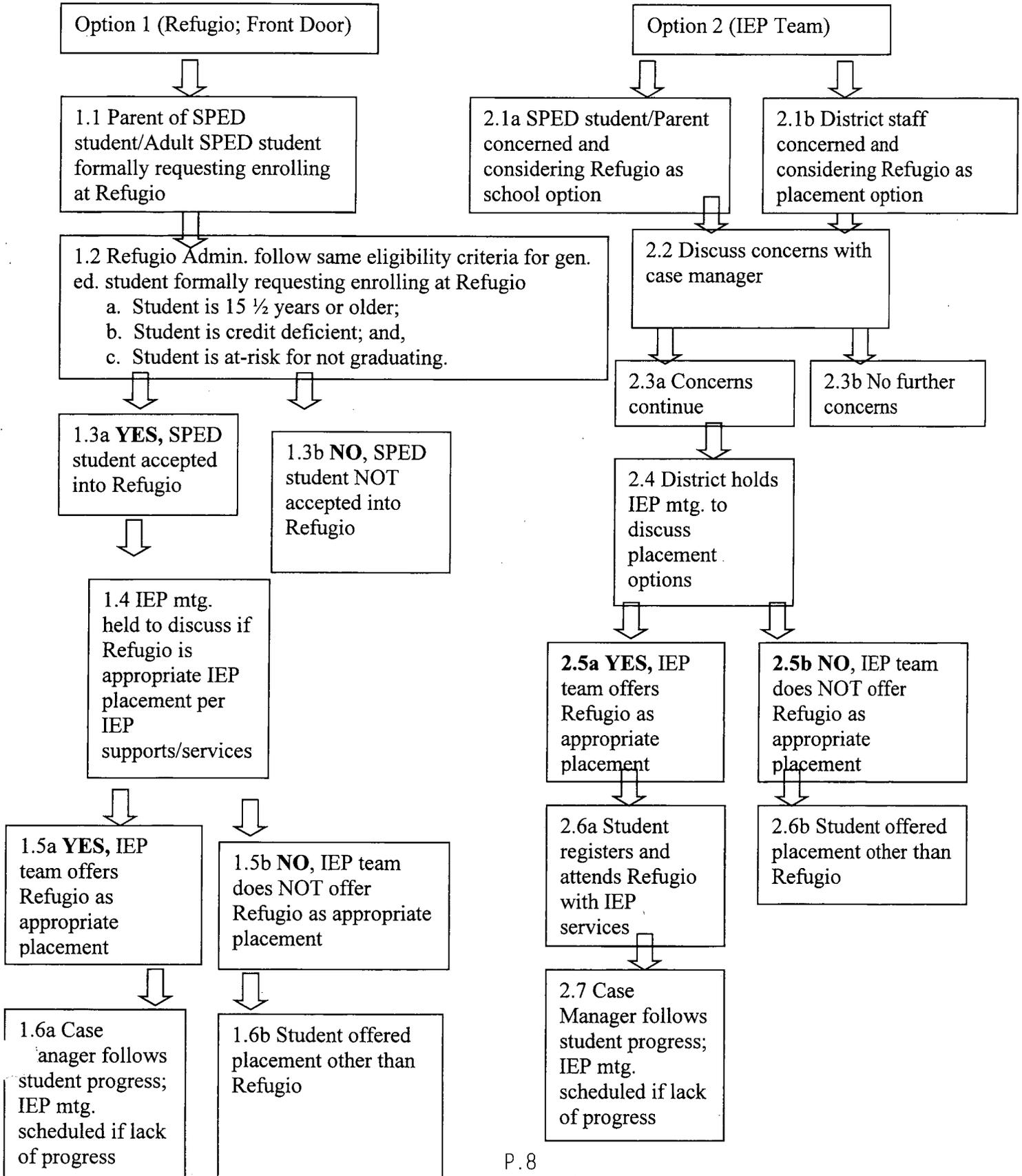
END OF MEMO

# SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM

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## Continuum of Placement Options – Refugio Continuation School Flowchart

Revised 10/16/17





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301 Second Street, Buellton, CA 93427  
(805) 688-4222 Ext 2121 (805) 688-8973 (Fax)

**MEMO**

**TO:** SYVSEC SpEd Certificated Staff and Site Admin.  
**FROM:** Claudia Echavarria  
**DATE:** August 4, 2014  
**RE:** IEPs at a Glance

Case Managers must provide a copy of their students' IEP at a Glance to each general education teacher of that student on the first day of school as well as the updated version after the student's annual IEP meeting.

END OF MEMO



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**MEMO**

**TO:** All Certificated SpEd Staff and Site Admin.  
**FROM:** Claudia Echavarria  
**DATE:** October 17, 2014  
**RE:** Procedure for Advocates/Family Friends Attending IEP Meetings

Certificated staff will invite Special Education Director to any IEP meeting where it is known or anticipated that an advocate and/or family friend of the parents/student will be in attendance **even** if this "person" has previously attended IEP meetings or staff does not consider the meeting to be contentious.

END OF MEMO



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**PROCEDURE FOR SECURING INTERPRETERS**

Please review the following steps outlined below when securing an interpreter for an IEP meeting:

1. Request an on-site bilingual instructional assistant to interpret at the meeting.
2. If a bilingual instructional assistant at your site is not available, then contact Bilingual Clerk at SYVSEC Office for availability. If Bilingual Clerk is unavailable, then Bilingual Clerk will coordinate with other bilingual instructional assistants within the Consortium for coverage. If the bilingual instructional assistant requires a sub, Bilingual Clerk will arrange coverage.
3. If you are unable to secure a bilingual assistant, please request coverage from other bilingual IEP team members, i-e, psych, gen. ed. teacher, RS provider, Director, etc.
4. If you have exhausted all resources outlined in Nos. 1-3, please reschedule the IEP Meeting to a future date.

END OF MEMO



## **SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM**

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### **Spanish Translation of IEPs Procedure**

11/06/14

1. Case Manager will print the IEP forms in Spanish for parent to review during meeting.
2. At the IEP meeting, Case Manager will ask parent if they also require the content of the IEP to be translated or if the forms in Spanish are sufficient.
3. If Parent requires IEP to be translated, Case Manager notifies Consortium's Bilingual Clerk either via email or by noting on the "IEP Compliance System Checklist and Cover Sheet" that the IEP needs to be translated into Spanish.
4. Bilingual Clerk will contact parents via telephone to verify, in Spanish, that they require the IEP to be translated. If the parents require the IEP to be translated, the finished translated document will be mailed out to parent unless otherwise noted in the email from the case manager. (IEPs will be translated directly in the computerized SEIS version)
5. Bilingual Clerk will, in the cum file, note on the bottom of the original IEP signature page that the document has been translated and in the same place add the date it was mailed to parents with Bilingual Clerk's initials.
6. If parents do not require the IEP to be translated, Bilingual Clerk will complete the attached form and file it with the IEP in the student's cumulative folder.

(Phone Conference Script w/ Parents)

Hello Parent,

As you are aware, your child's IEP meeting was held on \_\_\_\_\_. At that time, the IEP meeting was interpreted for you in Spanish. You were also given a copy of the IEP forms printed in Spanish. Do you also require the contents of the IEP to be translated into Spanish?

Thank you.

**Hola padres,**

**Como usted sabe, el IEP de su niño, \_\_\_\_\_ fue el \_\_\_\_\_. En ese momento, la reunión de IEP fue interpretada en Español. También se le dio una copia de los formularios del IEP en español. ¿Requiere también el contenido del IEP a ser traducido en español?**

**Gracias.**

---

\_\_\_\_\_ Yes, parent requested IEP to be translated and mailed home.

\_\_\_\_\_ **No, parent declined IEP to be translated.**

I hereby declare the above is true and correct.

---

Signature

---

Date



**SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM**

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(805) 688-4222 Ext 2121 (805) 688-8973 (Fax)

**MEMO**

**TO:** All Certificated SpEd Staff and Site Admin  
**FROM:** Claudia Echavarria  
**DATE:** August 25, 2015  
**RE:** General Ed. Teacher Required at IEP Meeting

Pursuant to *Education Code* §56341(b)(2), the IEP team shall include “Not less than one regular education teacher of the pupil, if the pupil is, or may be, participating in the regular education environment. If more than one regular education teacher is providing instructional services to the individual with the exceptional needs, one regular education teacher may be designated by the local educational agency to represent the others.”

“The regular education teacher . . . shall participate in the development, review, and revision of the pupil’s individualized education program, including assisting in the determination of appropriate positive interventions and supports . . . and the determination of supplementary aids and services, program modifications . . .”

END OF MEMO

SYVSEC Superintendents’ Advisory Committee Reviewed and Approved: 9/8/15



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**MEMO**

**TO:** All Certificated SpEd Staff and Site Admin  
**FROM:** Claudia Echavarria  
**DATE:** August 25, 2015  
**RE:** SpEd Staff Not to Teach Gen. Ed.

Please remember special education teachers are not to teach general education classes. Teacher salaries are paid with highly restricted special education funds that are audited by CDE and out-of-compliance districts can be sanctioned for misappropriating these funds.

The Consortium's Memorandum of Understanding between our respective districts, states in Section 2 as follows:

"The purpose of this Agreement is to provide for the creation of the Santa Ynez Valley Special Education Consortium, an agency which is separate from the parties to this Agreement. This agency shall designate an Administrative Unit to provide fiscal services for the Santa Ynez Valley Special Education Consortium. The Santa Ynez Valley Special Education Consortium is an association of school districts who will work collaboratively to provide special education programs and services to individuals with exceptional needs who reside within the Districts that comprise the Santa Ynez Valley Special Education Consortium."

\*Please note: Co-teaching models are acceptable as having a general education and special education teacher in the same classroom to service all students in the least restrictive environment.

END OF MEMO



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**MEMO**

**TO:** All Certificated SpEd Staff and Site Admin  
**FROM:** Claudia Echavarria  
**DATE:** July 31, 2019  
**RE:** Parent Requests at IEP Meeting

Friendly reminder that if a parent makes a request at an IEP meeting and you are not prepared to answer, i.e. extra aide time, additional assessments, more service time, change of placement, private services, technology, etc., first document what the parent is requesting in the IEP notes. Then, the team should discuss the request, by asking the parent why they are making the request, what they hope the requested service will do for their child, and discuss those items. Document the discussion by writing "Parent requested .... Team asked parent questions about the requested service and discussed the request. Team advised the parent that **"the request will be added to the Notes and the District will consider the request and respond in writing within a reasonable amount of time."** This will allow the IEP team to collect data and investigate the need for additional support, services and/or accommodations after the meeting. The discussion and notes taken during the meeting is important to this process. Please contact the Consortium Office if a request is made and we will take the appropriate steps to respond to the parent in writing. If you are aware prior to the IEP meeting that a parent will be making such a request, please as soon as possible, invite the Santa Ynez Special Education Consortium site administrator to attend the meeting. Document the request in the same manner described above, and discuss the parent's request during the IEP meeting. Thank you.

END OF MEMO



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**MEMO**

**TO:** School Psychologists and Related Service Providers  
**FROM:** Claudia Echavarria  
**DATE:** September 23, 2015  
**RE:** Prior Written Notices Denying Assessment Request

If a Related Service Provider is **denying** an assessment request, they must complete the Prior Written Notice at least one week before the due date (15 days from the date District received request) and email it to the Special Education Director for review and approval prior to sending it home to parent.

END OF MEMO



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**MEMO**

**TO:** All Certificated SpEd Staff  
**FROM:** Claudia Echavarria  
**DATE:** November 23, 2015  
**RE:** IEPs due in August/September

All IEPs (Annual and Triennials) coming due within the first 30 calendar days of school, shall be scheduled and completed prior to the last day of school of the previous school year. Department Heads need to review IEP dates for the subsequent school year so that any IEP deadlines as described above can be placed on the IEP calendar for the current school year.

For example, if you have a student IEP that is due September 8<sup>th</sup>, that IEP meeting will be held no later than May/June of the previous school year depending upon the last day of school for your district.

If you have questions/suggestions, please call Tammy Wooden at the Consortium Office, (805) 688-4222 x2121.

END OF MEMO



**SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM**

Serving Santa Ynez Valley School Districts  
301 Second Street, Buellton, CA 93427  
(805) 688-4222 Ext 2121 (805) 688-8973 (Fax)

**MEMO**

**TO:** All SpEd Staff and Site Admin.  
**FROM:** Claudia Echavarria  
**DATE:** January 21, 2016  
**RE:** Student Tutoring

Buellton Union School District's Board Policy 4136, revised November 10, 2015, states as follows:

“A certificated employee shall not accept any compensation or other benefit for tutoring a student enrolled in his/her class(es) or caseload. An employee who wishes to tutor another district or consortium student shall first request authorization from his/her supervisor in accordance with this Board policy. Consideration for tutoring students with Individual Educational Plans (IEPs) may require an IEP meeting prior to approval. If authorization is granted, the employee shall not use district facilities, equipment, or supplies when providing the tutoring service.”

Consortium certificated staff interested in tutoring students as outlined above, shall contact the Director of Special Education for approval prior to any discussion with parent and/or IEP meeting.

END OF MEMO



## **SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM**

Serving: Ballard, Buellton, Santa Ynez Valley High School, Solvang, and Vista Del Mar School Districts  
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(805) 688-4222 Ext 2121 (805) 688-8973 (Fax)

### **Behavior Escalation/De-Escalation Procedure**

1. All site administrators, counselors, teachers and related service providers involved are CPI trained.
2. Department Head/Security should review at their next staff meeting the rules regarding hands on a student and general de-escalation techniques following any incident.
3. From a reactive perspective, if a student becomes violent towards himself or others, CPI-trained staff should be called. Best practice would be a team approach. De-escalation techniques should be employed.
4. Once the student has de-escalated, debriefing should take place.
5. If a threat assessment is needed, this should be done by a school psychologist, counselor, administrative personnel or school response officer. If the threat is viable, the police may need to be contacted as well as the family of the child the student is threatening.
6. If a student walks off campus, the police should be called.
7. If a student is threatening to hurt himself/herself or has suicidal ideations and a counselor is not available, SAFTY (mobile crisis unit) should be contacted immediately and parents notified.



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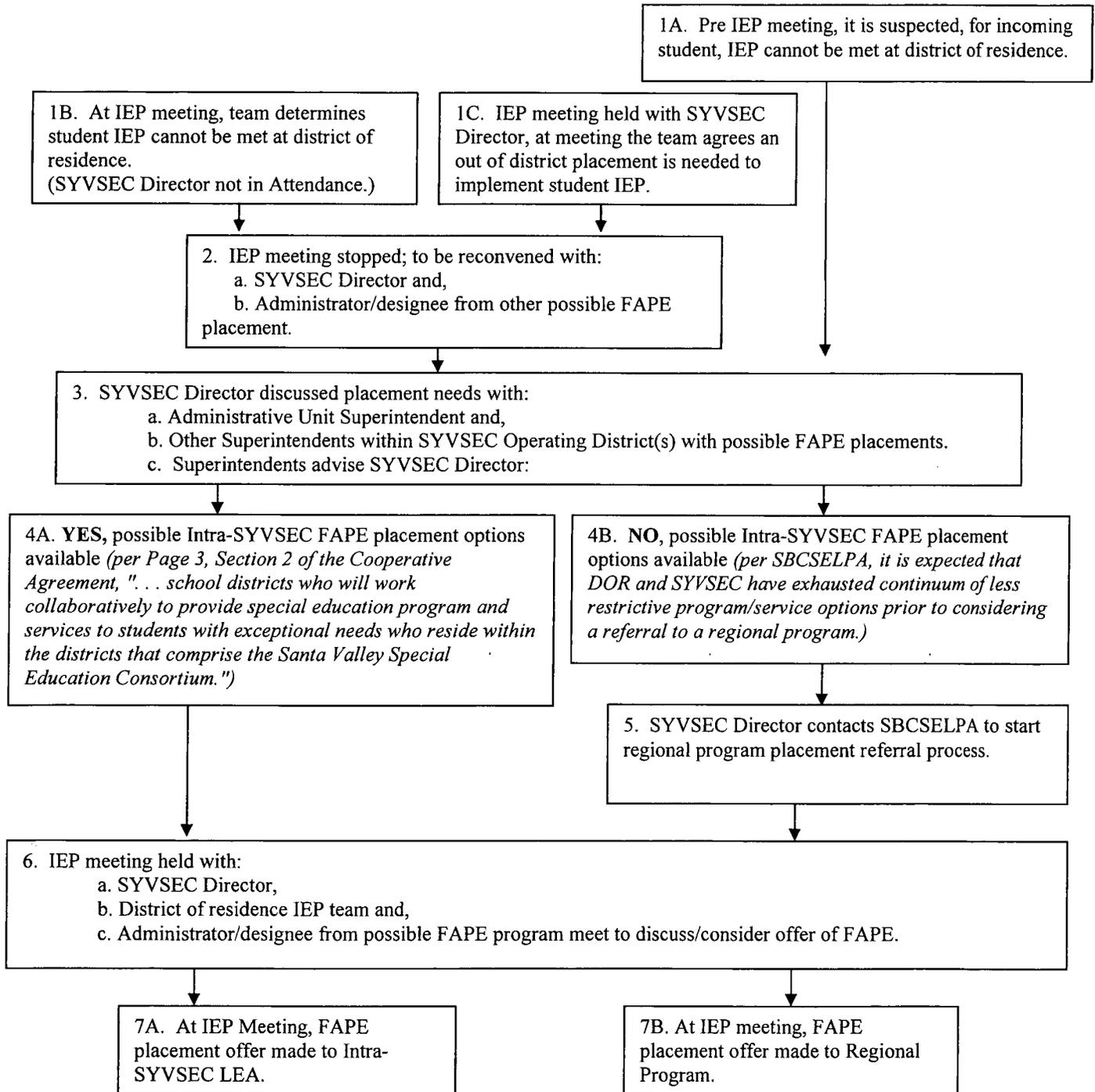
**MEMO**

**TO:** SYVSEC SpEd Certificated Staff  
**FROM:** Claudia Echavarria  
**DATE:** 10/6/16  
**RE:** Invite Admin to IEP Meeting for Out-of-District Students

Case Managers shall invite the Superintendent and/or Admin Designee from the student's District of Residence to their IEP meeting for any out-of-district students. Out-of-District refers to those students that attend school outside of their District of Residence and were placed in that program based on an IEP team decision.

END OF MEMO

**SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM**  
**Out-of-District of Residence (DOR) in**  
**Mild/Moderate Intra-SYVSEC Placement**



Note: FAPE = Free and Appropriate Public Education  
 SYVSEC Superintendents' Advisory Committee Reviewed and Adopted: 9/8/15  
 Vetted by SBCSELPA Attorney 12/9/16  
 Rev: 12/13/16; 3/17/17



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**S.T.E.P. Program Fading Plan**

Pursuant to the Cooperative Agreement, Section 8.7.2, states in part as follows:

“The district of residence shall pay the first 50% of their per pupil costs.”

“Program costs will be determined by students’ enrollment each month. If a student is placed in and/or exited from the program at any time during a standard calendar month, the Districts will be invoiced as stated above for that entire month.”

If a student is assigned a fading plan, per the IEP Team, to begin mainstreaming back to their District of Residence, the District of Residence will be invoiced as follows:

a. If the student is attending the S.T.E.P. program for 50% - 100% of their school day, then the District of Residence will continue to be invoiced at the first 50% rate.

b. If the student is attending the S.T.E.P. program for 0% - 49% of their day and is not receiving support from S.T.E.P. staff while at their District of Residence (i.e. aide support), the District of Residence will be invoiced at 50% of the first 50% rate.

As per the Agreement, all of the districts in the Consortium including the District of Residence of the transitioning student, shall pay the remaining 50% based on their ADA percentage in the Consortium.

**SYVSEC Superintendents’ Advisory Committee Reviewed and Adopted: 11/8/16**  
**Rev:**



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**MEMO**

**TO:** SYVSEC SpEd Certificated Staff  
**FROM:** Claudia Echavarria  
**DATE:** 12/7/16  
**RE:** Reconvene IEP Meetings

There are times when IEP meetings must be opened and then reconvened in order to stay compliant with the annual/triennial date, usually as a result of a parent's unavailability to attend the meeting. In that this is not best practice, please adhere to the following steps to ensure timely IEPs with parent participation and attendance:

- Schedule IEP meeting to occur at least 30 days prior to the due date so that you have ample time to reschedule to another date if necessary.
- Telephone parent prior to sending a Meeting Notice and mutually agree upon the IEP date and time.
- Send the Notice of Meeting as early as possible, but definitely not later than 10 days prior to the IEP meeting.
- Telephone parent 1-2 weeks before the IEP meeting to confirm date and time.

END OF MEMO



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**MEMO**

**TO:** SYVSEC SpEd Certificated Staff  
**FROM:** Claudia Echavarria  
**REV DATE:** 7/24/18  
**RE:** Exiting a Service or Moving to Consult

Related Service Providers must assess when exiting a student from a service, i.e., speech, APE, OT, Counseling, etc. As part of the assessment, the report shall document that the student has met their goals and there are no areas of need or concern. Present levels in the IEP will also reflect this language.

Any service time provided to the student is a direct service and shall be listed as such under services. Please do not recommend "consult" in an IEP meeting for a student. Consults are between two or more professionals in order to collaborate regarding the student.

Consults shall be with professional staff only. All staff consults shall be listed under Other Accommodations on the services page. Related Service Providers are not required to conduct assessments in order to exit from a staff consult.

END OF MEMO

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Serving Santa Ynez Valley School Districts  
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### Nurse Attendance at IEP Meeting- SYVSEC

School Nurses are a required IEP team member for all initial and triennial IEP meetings. School Nurses are also required to attend any annual meetings when the student has ongoing health concerns. IEP meetings must be scheduled so that a School Nurse may attend the entire meeting.

However, please note that Member Excusal Forms, "in part" may be used for School Nurses for any initial or triennial assessment **if** the student has **no** health concerns. Written input must still be given to parent with the Member Excusal Form **before** the IEP meeting.

| Type of Meeting                         | Attend Whole Mtg. | Attend Partial Mtg. | Attendance Optional |
|---|-------------------|---------------------|---------------------|
| Initial/ health concerns                | X                 |                     |                     |
| Initial/ No health concerns             |                   | X                   |                     |
| Annual / health concerns                | X                 |                     |                     |
| Annual / No health concerns             |                   |                     | X                   |
| Triennial / health concerns             | X                 |                     |                     |
| Triennial / No health concerns          |                   | X                   |                     |
| Reconvene (annual) / health concerns    | X                 |                     |                     |
| Reconvene (annual) / No health concerns |                   |                     | X                   |
| Reconvene (tri) / health concerns       | X                 |                     |                     |
| Reconvene (tri) / No health concerns    |                   |                     | X*                  |
| Parent requested / health concerns      | X                 |                     |                     |
| Parent requested / No health concerns   |                   |                     | X                   |

\*Attendance optional **if** the Nurse attended and reported health assessment findings during the first meeting.

**Health Plans:** Any special education student that has a medical condition, a health plan is **required** to be presented at the IEP meeting, as well as attached and part of that student's IEP. Case Managers should coordinate with your site Nurse prior to the IEP meeting. School Nurse uploads a copy of the signed health plan to SEIS.

END OF MEMO

SYVSEC Superintendents Advisory Committee Reviewed and Adopted: 9/18/18



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**MEMO**

**TO:** SYVSEC SpEd Certificated Staff  
**FROM:** Claudia Echavarria  
**DATE:** 9/27/17  
**RE:** Related Service Provider Leave of Absence

Please follow the procedure below when a Related Service Provider (Pysch, Nurse, OT, APE, DHOH, Speech) is on Leave for any reason and substitute coverage is not available:

Annuals:

IEP team will continue with the meeting and skip over the present levels, goals and services relating to the provider on leave. Case Manager will document in the meeting notes that the related service provider is on leave and the IEP team will reconvene to discuss that area once the related service provider is back from leave. Parent can consent to and sign the IEP with exception to that particular area, allowing the IEP team to implement the remainder of the IEP until the exception can be resolved.

Initials / Triennials:

IEP team will continue with the meeting and skip over the assessment results, present levels, goals and services relating to the provider on leave. Case manager will document in the meeting notes that the related service provider is on leave and the team will need to reconvene the meeting to add assessment results and discuss these areas upon their return. The Psychologist will add note to section in the evaluation report that the related service provider is on leave and the team will need to reconvene the meeting to add assessment results and discuss these areas upon their return. Parent can consent to and sign the IEP with exception to that area of need, allowing the IEP team to implement the remainder of the IEP until the exception can be resolved.

Please send copies of the IEPs with exception to the Consortium Office. Once the exception has been cleared via another IEP meeting after the Related Service provider has returned, you will also need to send copies of the IEP reflecting that the exception was resolved to the Consortium Office.

END OF MEMO



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**MEMO**

**TO:** SYVSEC SpEd K-8 Certificated Staff  
**FROM:** Claudia Echavarria  
**DATE:** June 2, 2017  
**RE:** Weekly SAI Service Minutes for K-8 students

Specialized Academic Instruction for K-8 students shall reflect weekly minutes in their IEP and not monthly minutes. For these grades, monthly minutes are not legally defensible in that parents are unable to determine what an average day will look like from one week to the next for their child. Typically, only the upper grades that follow a “block” schedule would use monthly minutes.

END OF MEMO



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**MEMO**

**TO:** SYVSEC SpEd Certificated Staff  
**FROM:** Claudia Echavarria  
**DATE:** 6/7/17  
**RE:** Classroom Observation Required for Assessment

For any student assessment (initial or triennial), every specialist, including special education teacher, must complete a 30-40 minute observation of the student that includes a transition using the attached Classroom Observation Form which can also be found in the SEIS Library. Teachers shall work with their site's school psychologist to complete the academic portion of the report to include the observation.

END OF MEMO

# Classroom Observation Form

Name: \_\_\_\_\_ Observer: \_\_\_\_\_ Date: \_\_\_\_\_

Lesson/Class/Place/Grade(s): \_\_\_\_\_

### Responding to Teacher

- Follows directions  1 step  Multistep
- Interacts regarding topic
- Accepts suggestions
- Works easily with teacher

### Appropriate eye contact

- Asks for help
- Raises hand to answer
- Volunteers ideas
- Limited interaction

### Not Responding to Teacher

- Ignores/disregards directions
- Interacts off-topic
- Does not take suggestions
- Difficult time working with teacher

### Responding to Work

- Does seat work
- Makes progress on assignment
- Does work with group
- Has needed materials
- Follows class routine

- Answers questions
- Accepts help (peers/adults)
- Makes appropriate comments
- Uses materials as directed
- Reminds others of routine

### Not Responding to Work

- Does not do seat work
- Makes little progress
- Difficulty producing in a group setting
- Does not have needed materials
- Does not follow routine

### Positive Peer Interaction

- Socially appropriate interaction
- Works well with others
- Positive influence on others
- Appropriate body language
- Recognizes/uses humor
- Appropriate facial expressions

- Limited interaction
- Avoids peers
- Interrupts peers/activities
- Greets/Waves at others
- Asks/answers questions
- Makes eye contact with peers

### Negative Peer Interaction

- Socially inappropriate
- Does not work well with others
- Disruptive influence
- Inappropriate body language
- Misses social cues
- Inappropriate facial expressions

### Positive Transitions

- Enters/leaves room appropriately
- Comes to class with materials
- Accesses needed materials
- Begins work promptly
- Rapidly prepares materials

- Lines up with others
- Forgot \_\_\_\_\_
- Distracted by \_\_\_\_\_

### Negative Transitions

- Does not settle down when entering/leaving
- Does not have materials
- Does not access materials
- Slow to start work
- Leaves materials out after close of lesson

### Movement

- Normal amount of movement
- Sits appropriately
- Stays in designated area
- Calm

- Lays on floor/climbing
- Constantly up and down
- Asks to leave room/area
- Leaves area without permission

### Non-productive Movement

- Fidgets or squirms more than peers
- Standing beside desk
- Wandering classroom
- Restless

### Attention - Productive Behaviors

- Attentive
- Eyes on teacher/lesson
- Sustained attention
- Listens when spoken to
- Follows instructions to finish
- Progresses with work
- Remains focused

- Limited attention
- Listens, but forgets directions
- Partial work completion
- Limited progress on work

### Attention - Non-productive Behaviors

- Daydreaming
- Looking around excessively
- Does not sustain attention
- Does not listen/turns away
- Difficulty organizing self/materials
- Avoids work
- Easily distracted

### Vocalization

- Normal voice/volume for setting
- Clearly communicates/articulates
- Interacts nicely with others
- Maintains self quietly

- Uses complete ideas
- Indistinct speech
- Makes appropriate comments
- Uses inappropriate language

### Inappropriate Vocalization

- Excessively loud /yells
- Too quiet/Does not talk
- Argues with adults/peers
- Makes disruptive noises

### Self Control

- Keeps hands to self/appropriate
- Keeps feet quiet
- Uses materials appropriately
- Cares for own safety

- Avoids touch
- Tapping/Swinging legs
- Cares for others' safety

### Limited Self Control

- Hitting/poking/tapping/pushing (*specify*)
- Kicking
- Dropping/throwing objects inappropriately
- Hurts self (e.g., head banging, unsafe)

Other productive behaviors: \_\_\_\_\_

Other non-productive behaviors: \_\_\_\_\_



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**MEMO**

**TO:** SYVSEC SpEd Certificated Staff  
**FROM:** Claudia Echavarria  
**DATE:** 7/26/17  
**RE:** Assistive Tech Requests

Case managers shall complete an AT Request Form for each student that requires AT per their IEP. Case managers shall attach a copy of the student's Special Factors and/or Services page from their IEP reflecting these needs to the AT Request Form and submit to the Consortium's Admin Assistant for processing.

END OF MEMO

# SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM

revised 8/1/17

## Assistive Technology (AT) Request Card

**Directions:** Teachers: Please complete form with the AT student IEP support you are requesting. **Return original form with the special factors page to SYVSEC for approval.** Upon approval, AT Teacher, please complete task on card, document time spent providing support below and return card to SYVSEC Office. Thank you!

|                            |  |       |  |
|----------------------------|--|-------|--|
| Student Needing Support    |  |       |  |
| Date Requesting Support    |  | Site  |  |
| Case Manger                |  | Grade |  |
| Case Manager Contact Info. |  |       |  |
| Staff Needs Training       | <input type="checkbox"/> yes <input type="checkbox"/> no |       |  |
| Parent Needs Training      | <input type="checkbox"/> yes <input type="checkbox"/> no |       |  |
| Support Needed             |  |       |  |
| Comments:                  |  |       |  |

*~Office Use ~*

|  |  |                     |  |
|--|--|---------------------|--|
| SYVSEC Director Approval   | <input type="checkbox"/> yes <input type="checkbox"/> no | Director Signature: |  |
| <input type="checkbox"/> Copy to Director<br><input type="checkbox"/> Added to AT Teacher Caseload<br><input type="checkbox"/> Date Sent to AT Teacher on: _____ |  |                     |  |

Document time spent on providing support below...

| # Sessions | Date | Minutes | W/ Case Manager/Staff    | W/ Student               | W/ Parent                | Comments |
|------------|------|---------|--------------------------|--------------------------|--------------------------|----------|
| 1          |      |         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |          |
| 2          |      |         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |          |
| 3          |      |         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |          |

|               |  |  |                          |                          |                          |  |
|---------------|--|--|--------------------------|--------------------------|--------------------------|--|
| 4             |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 5             |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 6             |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 7             |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 8             |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 9             |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 10            |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 11            |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 12            |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 13            |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 14            |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 15            |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| TOTAL MINUTES |  |  |                          |                          |                          |  |

Other Comments:

# SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM

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## Post-Secondary Transition Timelines Certification of Completion

Student Name: \_\_\_\_\_ IEP Meeting Date: \_\_\_\_\_

**Directions:** Case Managers, please provide a copy of this form to parents and adult student at their annual IEP meeting starting with the first year of transition (age 16) and each year thereafter until the student ages out at 22. Please reference this document in your Meeting Notes and attach a copy of this form to the IEP.

| Birthdate<br>January to September | Exit in June<br><i>Or after ESY if student<br/>receives ESY per their IEP</i> | Birthdate<br>October to December | Exit<br>December 31st |
|-----------------------------------|---|----------------------------------|-----------------------|
| 1995                              | 2017  | 1995                             | 2017                  |
| 1996                              | 2018  | 1996                             | 2018                  |
| 1997                              | 2019  | 1997                             | 2019                  |
| 1998                              | 2020  | 1998                             | 2020                  |
| 1999                              | 2021  | 1999                             | 2021                  |
| 2000                              | 2022  | 2000                             | 2022                  |
| 2001                              | 2023  | 2001                             | 2023                  |
| 2002                              | 2024  | 2002                             | 2024                  |
| 2003                              | 2025  | 2003                             | 2025                  |
| 2004                              | 2026  | 2004                             | 2026                  |
| 2005                              | 2027  | 2005                             | 2027                  |
| 2006                              | 2028  | 2006                             | 2028                  |

- Any student who becomes 22 years during the months of January to June may continue his or her participation in the program for the remainder of the fiscal year, **including** any Extended School Year program. [EC 56026(4)(A)]
- Any student who becomes 22 years in July, August or September of that new fiscal year shall not be allowed to begin a new fiscal year. They may participate in Extended School Year. [EC56026(4)(B)]
- Any student who becomes 22 years during October, November or December will complete their educational program on December 31<sup>st</sup> or at the end of the semester of the current fiscal year. [EC 56026(4)(C)]



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### Transportation Eligibility Checklist

*CFR Section 300.34 (c)(16)*: Special education transportation is required to be provided as a related service if it is **required** to assist a child with a disability to benefit from special education.

Special education transportation is not required based upon a family's needs or an automatic right simply based on frequency and duration of special education service provided to the student during their school day.

| <b>Identification of Student Needs. Mark One</b>   | Yes | No |
|--|-----|----|
| 1. Student receives SDC level of support AND has a severe disability or has an orthopedic impairment AND requires a vehicle with a wheelchair lift ( <i>EC 41850(d)</i> ).   |     |    |
| 2. Student is not a student as defined in (1) but is a pupil who receives SDC level of support AND is a pupil with other health impairments, learning disabilities, or other cognitive disabilities or who lives, beyond reasonable distance to their school and would not, without transportation, have access to appropriate special education and related services at no cost to the family ( <i>EC 41850(b)</i> ). ( <i>Ex: Student is cognitively delayed and although has access to the general ed. bus cannot safely get to their home/school without assistance from an adult.</i> ) |     |    |

| <b>For EC 41850 (b) Consider the following: Mark all that apply.</b><br><i>Medical diagnosis and health conditions require transportation:</i> | Yes | No |
|--|-----|----|
| 1. Student does not have ability and/or strength to ambulate/wheel to school.  |     |    |
| 2. School is too far for student to ambulate/wheel to school.  |     |    |
| 3. Curbs, sidewalks, streets, public transportation does not allow for physical accessibility.   |     |    |
| 4. Student is unable to safely get to school without getting lost or finding oneself in a dangerous situation.                                 |     |    |
| 5. Student requires implementation of a behavior intervention plan in order to safely get to school.   |     |    |

Form Adopted from SBCEO

SYVSEC Superintendents Advisory Committee Reviewed and Adopted: 9/18/18



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**SOCIAL SKILLS GROUP PROGRAM**

Revised: 7/28/17

**Speech Needs - Speech Pathologist**

- Student Needs - pragmatics
- Goal(s) for pragmatics skills, communication
- Service for support of need/goal
- "Speech Service" sample:
  - 90 min monthly
  - - gen ed setting (i.e. lunch, recess)
  - - separate setting (pull from gen ed class)
- Person responsible for goal - Speech Pathologist
- Goal comments: "to support social skills goals"

**Social/Emotional Needs - School Psychologist**

- Student Needs - interpersonal skills, social anxiety, conflict resolution
- Goal(s) for social/emotional skills
- Service for support of need/goal
- "Counseling & Guidance Service" sample:
  - 90 min monthly
  - - gen ed setting (i.e. lunch, recess)
  - - separate setting (pull from gen ed class)
- Person responsible for goal - School Psychologist
- Goal comments: "to support social/emotional goals"

Service Time Sample:

- 1 x weekly, 30 minutes (minimum) group session
- Monthly minimum – 120 minutes group session



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### Service Log Guidelines Related Services

Revised: 7/28/17

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#### 1) Filling Out Service Logs

- a. Complete top of service log from Student IEP (include District name)
- b. Indicate service minutes with date of IEP.
- c. Add minutes for student absences to total before turning in.
- d. When looking at total minutes or sessions, look at school calendar and the months- for example, if a student has 90 minutes monthly and December has only two weeks, the in December you are responsible for 45 minutes.

#### 2) This statement is at the bottom of the services page on SEIS:

Programs and services will be provided according to when student is in attendance and consistent with the district of service calendar and scheduled services, excluding holidays, vacations, and non-instructional days unless otherwise specified.

#### 3) Make-Ups

Examples of sessions that require make-ups:

- Field Trip or outing scheduled by the school
- Service Provider absence
- Service Provider absence due to a meeting

Examples of sessions that do **not** require make-up:

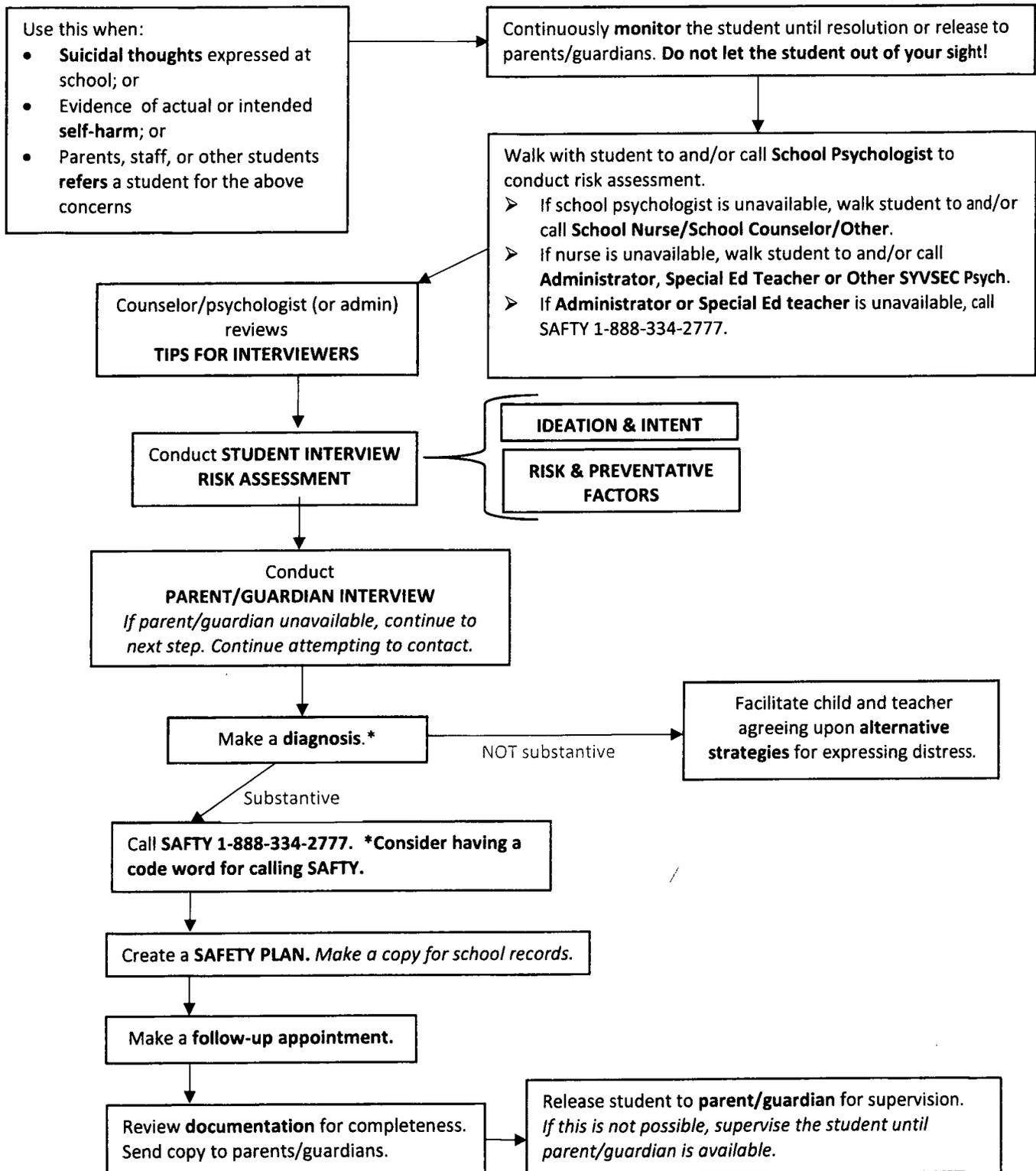
- Student absence
- Student refusal (if occurring frequently, need to schedule an IEP to address).
- State Testing. This is an example of Non-Instructional (NI) time.
- Last week of school – typically non-instructional time. This last week can be used for make-up sessions for students that are owed minutes.

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Updated 8/3/18

## SUICIDE RISK ASSESSMENT: STEP-BY-STEP FLOWCHART



\*If the student is in special education, contact the case manager regarding a potential IEP amendment or meeting.

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## Suicide Risk Assessment: TIPS FOR INTERVIEWERS

Building rapport, having trust and developing a strong therapeutic relationship are the most important things to have (Shea, 2014)! No trust leads to bad data. Trust leads to good data.

- Maintain eye contact.
- Do not take notes, except for rough notes.
- Empathize verbally and nonverbally.
- Show **unconditional positive regard**. AVOID shaming or causing guilt.

Techniques for valid interviews: (Shea, 2014)

- **Normalization** – Let the student know that others have similar thoughts, feeling, and behaviors. “A lot of students, when they’re really sad, say that they have thoughts of killing themselves. Have you ever thought about that?”
- **Shame attenuation** – Rationalize the thought, feeling, or behavior that might be shameful. “With all your pain, are you having thoughts of killing yourself?”
- **Behavioral incident** – Ask about specific observable details of the behavior. “What did you do with the gun? Was it loaded or not? Was the safety on or not? Then where did you put it? Did you put it back? Where? Then what?”
- **Denial of the specific** – Ask about specific questions that the student is suspected of withholding. “Have you used marijuana? How about alcohol?”
- **Catch-all question** – Ask if there is anything left to talk about. “We’ve talked about a lot of different ways you’ve thought of to kill yourself. Are there any other ways you’ve thought of that we haven’t talked about yet?”
- **Symptom amplification** – When asking questions about frequency, give an example of a high number and go even higher. “How many times has he hit you this week? 20, 30, 50 times?”
- **Endorsement of bogus symptoms** – If interviewer suspects fabrication, ask if the student has experienced symptoms that are extremely unlikely. If they “take the bait” multiple times, then most likely they are fabricating.

Include the caregiver(s) in the interview, using the validity techniques mentioned above. For caregivers, also use **gentle assumption** – ask a question, assuming the behavior has already happened. E.g. If a student has already confessed to overdosing, ask “What other ways has she used to try to kill herself?”



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|  |  |
|--|--|
| <p><b>Hopelessness</b></p> <p>“How well do you think you’re doing?”</p> <p>“Do you feel like you can get the things in life that are most important to you?”</p> <p>“How do you think you’re doing compared to other kids your age?”</p> <p>“When you have a problem, do you feel like you can solve it?”</p> <p>“Do you think the things you’ve done in the past will help you in the future?”</p> <p>“What about when other people quit – do you think you can still find ways to solve problems?”</p> | <p><b>Hopelessness (describe):</b></p> |
|--|--|

## RISK & PREVENTATIVE FACTORS

(Shea, 2014; Juhnke, 1996)

|   |  |
|---|--|
| <p><b>Gender – Male?</b></p>  | <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>  |
| <p><b>Age – 15 or above?</b></p>  | <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>  |
| <p><b>Depression/preoccupation with death?</b></p> <p>“Do you feel sad a lot of the time? Angry?”</p> <p>“Do you think about dying often?”</p>  | <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>  |
| <p><b>Prior history of attempts?</b></p> <p>“Have you ever hurt yourself or someone else on purpose?”</p> <p><i>If yes...</i></p> <p><b># of suicide attempts</b></p> <p><b>Methods used</b></p> <p><b>Triggers</b></p>                   | <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><i>If yes...</i></p> <p><b># of suicide attempts:</b></p> <p><b>Methods used</b></p> <p><b>Triggers</b></p> |
| <p><b>Alcohol/drug use?</b></p> <p>“Have you used any drugs? Alcohol?”</p>  | <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>  |
| <p><b>Rational thinking loss or psychosis?</b></p> <p>“Do you ever see or hear things that aren’t really there?”</p>  | <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>  |
| <p><b>Social support lacking?</b></p> <p>“Do your parents have close friends or family nearby?”</p> <p>“Has anyone in your family ever died? How?”</p> <p>“Do you have as many friends as you want?”</p>                                  | <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>  |
| <p><b>Organized plan for NOW?</b></p> <p>“Do you have a plan now for killing yourself?”</p> <p><i>If yes... Details of plan</i></p> <ul style="list-style-type: none"> <li>➤ <b>Method</b></li> <li>➤ <b>Access to means?</b></li> </ul>  | <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><i>If yes....details of plan:</i></p>   |
| <p><b>Family problems?</b></p> <p>“Do your mommy and daddy have bad fights?”</p> <p>“How do you get along with your mom and dad? With your brother/sister(s)?”</p> <p>“Has anything new or different happened to your family lately?”</p> | <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>  |
| <p><b>School Problems?</b></p> <p>How do you get along with other kids at school?</p> <p>Is there anyone you don’t get along with?</p>  | <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>  |

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**PARENT/GUARDIAN INTERVIEW  
IDEATION & INTENT**

|   |   |
|---|---|
| <b>Trigger</b><br>"What made your child say that they wanted to kill themselves?"   | <b>Trigger (describe):</b>  |
| <b>Ideation/thoughts and Plan</b><br>"Have you noticed her talking about killing herself before? Hurting herself?"  | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| <b>Plan for PRESENTING EVENT?</b><br>"What was his plan?"<br><br><i>If a plan was made...</i><br><b>Intent to die?</b><br>"What arrangements did he make?"  | <b>Plan?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><br><br><b>Intent?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No          |
| <b>Actions taken?</b><br>"What did she actually do?"<br><br><i>If actions were taken...</i><br><b>Prevention</b><br>"What stopped the suicide?"<br><b>Discovery and reaction</b><br>"How was she found out/discovered?"<br>"How did she react?" | <b>Actions taken?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><i>If yes....</i><br><b>Prevention</b><br><br><br><b>Discovery and reaction</b> |

**RISK & PREVENTATIVE FACTORS** (Shea, 2014; Juhnke, 1996)

|  |  |
|--|--|
| <b>Gender – Male?</b>  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Age – 15 or above?</b>  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Depression/preoccupation with death?</b><br>"Does he feel sad a lot of the time?"<br>"Angry a lot of the time?"<br>"Do you notice him thinking about dying often?"                      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Prior history of attempts?</b><br>"Has she ever hurt herself or someone else on purpose?"<br><i>If yes...</i><br><b># of suicide attempts</b><br><b>Methods used</b><br><b>Triggers</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Alcohol/drug use?</b><br>"Has he used any drugs? Alcohol?"  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Rational thinking loss or psychosis?</b><br>"Do you notice if she ever sees or hears things that aren't really there?"  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Social support lacking?</b><br>"Does he have any close friends or family nearby?"<br>"Has anyone in your family ever died? How?"<br>"Does he have friends? How many? How close?"        | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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|  |  |
|--|--|
| <p><b>Organized plan for NOW?</b><br/>"Does she have a plan right now for killing herself?"<br/><i>If yes...</i><br/><b>Details of plan</b><br/>➤ <b>Method</b><br/>➤ <b>Access to means?</b></p>                                  | <p><input type="checkbox"/> Yes   <input type="checkbox"/> No<br/><i>If yes....</i><b>details of plan:</b><br/>'</p> |
| <p><b>Family problems?</b><br/>"How are things at home?"<br/>"How does he get along with you? With your husband/wife/partner? With her brother/sister(s)?"<br/>"Has anything new or different happened to your family lately?"</p> | <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>  |
| <p><b>School Problems?</b><br/>How does she get along with other kids at school?<br/>Is there anyone she doesn't get along with?</p>   | <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>  |

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## Safety Plan

Adapted from the Suicide Prevention Resource Center (SPRC.org)

### Step 1: Warning signs (thoughts, images, mood, situation, behavior) that a crisis may be developing:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

### Step 2: Coping strategies – Things I can do to take my mind off my problems without contacting another person (relaxation technique, physical activity):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

### Step 3: People and social settings that provide distraction:

1. Name \_\_\_\_\_ Phone \_\_\_\_\_
2. Name \_\_\_\_\_ Phone \_\_\_\_\_
3. Place \_\_\_\_\_
4. Place \_\_\_\_\_

### Step 4: People whom I can ask for help:

1. Name \_\_\_\_\_ Phone \_\_\_\_\_
2. Name \_\_\_\_\_ Phone \_\_\_\_\_
3. Name \_\_\_\_\_ Phone \_\_\_\_\_

### Step 5: Professionals or agencies I can contact during a crisis:

1. Clinician Name \_\_\_\_\_ Phone \_\_\_\_\_  
Clinician Pager or Emergency Contact # \_\_\_\_\_
2. Clinician Name \_\_\_\_\_ Phone \_\_\_\_\_  
Clinician Pager or Emergency Contact # \_\_\_\_\_
3. Local Urgent Care Services \_\_\_\_\_  
Urgent Care Services Address \_\_\_\_\_  
Urgent Care Services Phone \_\_\_\_\_
4. Suicide Prevention Lifeline Phone: 1-800-273-TALK (8255)

### Step 6: Making the environment safe:

1. \_\_\_\_\_
2. \_\_\_\_\_

The one thing that is most important to me and worth living for is:

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**Suicide Risk Assessment: FOLLOW-UP MEETING**

**Who?**

Parent/guardian \_\_\_\_\_

Student \_\_\_\_\_

School psychologist/counselor \_\_\_\_\_

Other \_\_\_\_\_

**When?**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

**Where?**

Location: \_\_\_\_\_



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**MEMORANDUM**

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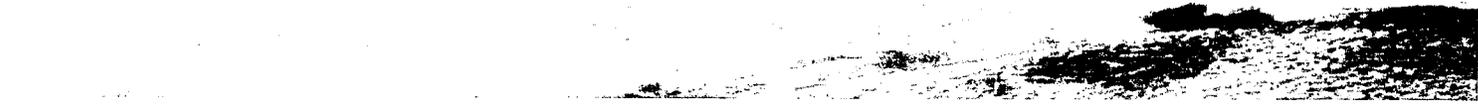
**TO:** SPECIAL EDUCATION TEACHERS  
**FROM:** SYVSEC DIRECTOR  
**SUBJECT:** SPED INSTRUCTIONAL ASSISTANT SUPPORT  
**DATE:** 8/3/2018

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The following steps are to be considered when adding Special Education Instructional Assistant support for a student's IEP in the general education setting:

- 1) Consider amount of time for Specialized Academic Instruction in separate setting.
- 2) Consider which goals will be addressed by adult support.
- 3) When considering the amount of time for adult support, up to 150 min (2.5 hours) per week can be added without SYVSEC Director/Coordinator attendance.
- 4) If the amount of adult support required exceeds 150 min (2.5 hours) weekly, the SYVSEC Director or Coordinator shall be invited to the IEP meeting.

END OF MEMO



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**MEMORANDUM**

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**TO:** SPECIAL EDUCATION TEACHERS

**FROM:** SYVSEC DIRECTOR

**SUBJECT:** SPED STAFF IN GENERAL ED.

**REV. DATE:** 8/21/2018

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Case Managers shall take the following steps when adding “SPED Staff” support in a student’s IEP in the general education setting:

- 1) Consider which goals will be addressed by “SPED Staff”.
- 2) When considering the amount of time for “SPED Staff” in general ed., up to 150 min (2.5 hours) per week can be added without SYVSEC Director/Coordinator attendance at the IEP meeting.
- 3) If Case Manager suspects that the amount of “SPED Staff” support required exceeds 150 min (2.5 hours) weekly, the SYVSEC Director or Coordinator shall be invited to the IEP meeting with enough notice so they can attend.

END OF MEMO.

# Continuum of Behavior Supports for SYVSEC

